

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. <i>(If applicable)</i>	
6. ISSUED BY		CODE		7. ADMINISTERED BY <i>(If other than Item 6)</i>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED <i>(SEE ITEM 11)</i>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED <i>(SEE ITEM 11)</i>	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

Item 14. Continued.

A. CHANGES TO SF 1442, SOLICITATION, OFFER, AND AWARD:

NOTE: BID OPENING IS CHANGED FROM "07 JUNE 2000, AT 2 P.M. LOCAL TIME" to "16 JUNE 2000, AT 2 P.M. LOCAL TIME."

B. CHANGES TO SOLICITATION CD

When the specifications are viewed in Adobe Acrobat Reader, three of the bookmarks located on the left-hand side of the screen do not reflect the exact titles of their respective sections. The bookmarks for the following three sections should read as follows:

02115	HYDRANT FUELING SYSTEM REMOVAL
02760	FIELD MOLDED SEALANTS FOR SEALING JOINTS IN RIGID PAVEMENTS
03150	EXPANSION JOINTS, CONTRACTION JOINTS, AND WATERSTOPS

Note: Bookmarks have been corrected on this CD.

C. CHANGES TO CONTRACT CLAUSES

Replace Section 00700 Contract Clauses, with the accompanying new Section 00700 Contract Clauses, bearing the notation "ACCOMPANYING AMENDMENT NO. 0002 TO DACA63-00-B-0013."

D. CHANGES TO THE SPECIFICATIONS

1) Write-in changes to the Specifications

a) Table of Contents – In the Table of Contents, change the titles for the following sections to read as follows:

02115	HYDRANT FUELING SYSTEM REMOVAL
02722	AGGREGATE BASE COURSE

2) Deleted Sections - Delete the following sections and delete from the Table of Contents.

<u>Section No.</u>	<u>Title</u>
02221	EXCAVATION, FILLING AND BACKFILLING FOR BUILDINGS
03250	EXPANSION JOINTS, CONTRACTION JOINTS, AND WATERSTOPS

3) New Sections - Add the following accompanying new sections, bearing the notation "ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-00-B-0013" and add to the Table of Contents:

<u>Section No.</u>	<u>Title</u>
02383	RIPRAP
05550	BLAST DEFLECTOR
10880	SCALES

4) Replacement Sections - Replace the following sections with the accompanying new sections of the same number and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-00-B-0013:"

<u>Section No.</u>	<u>Title</u>
01420	BASIC STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
01770	CONTRACT CLOSEOUT
11162	LOADING DOCK LEVELER
13280	ASBESTOS ABATEMENT

E. CHANGES TO THE DRAWINGS

Replacement Drawings.- Replace the drawings listed below with the attached new drawings(s) of the same number, bearing the notation "AM #0002":

VOLUME ONE

g02_2.cal		G-2	INDEX OF DRAWINGS VOLUME ONE
g03_2.cal		G-3	INDEX OF DRAWINGS VOLUME TWO
g04_2.cal		G-4	INDEX OF DRAWINGS VOLUME THREE
g05_2.cal		G-5	INDEX OF DRAWINGS VOLUME FOUR
c01_2.cal	Seq 1	C-1	PROJECT LOCATION & HAUL ROUTE
c21_2.cal	Seq 21	C-21	AMMO LOAD APRON & TAXIWAY - PAVING & JOINT PATTERN PLAN 8
c22_2.cal	Seq 22	C-22	AMMO LOAD APRON & TAXIWAY - PAVING & JOINT PATTERN PLAN 9
c26_2.cal	Seq 26	C-26	PAVEMENT SECTIONS SHT. 1
c27_2.cal	Seq 27	C-27	PAVEMENT SECTIONS SHT. 2
c30_2.cal	Seq 30	C-30	PAVEMENT SECTIONS SHT. 5
c31_2.cal	Seq 31	C-31	PAVEMENT SECTIONS SHT. 6
c32_2.cal	Seq 32	C-32	PAVING DETAILS 1
c33_2.cal	Seq 33	C-33	PAVING DETAILS 2
c34_2.cal	Seq 34	C-34	FENCE DETAILS I
c35_2.cal	Seq 35	C-35	FENCE GATE DETAILS I
c36_2.cal	Seq 36	C-36	FENCE GATE DETAILS II
c37_2.cal	Seq 37	C-37	MISCELLANEOUS DETAILS 1
c38_2.cal	Seq 38	C-38	MISCELLANEOUS DETAILS 2
c39_2.cal	Seq 39	C-39	MISCELLANEOUS DETAILS 3
c40_2.cal	Seq 40	C-40	UTILITY DETAILS 1
c41_2.cal	Seq 41	C-41	UTILITY DETAILS 2
c42_2.cal	Seq 42	C-42	SANITARY SEWER DETAILS
c43_2.cal	Seq 43	C-43	STORM DRAIN DETAILS 1
c45_2.cal	Seq 45	C-45	STORM DRAIN DETAILS 3
c46_2.cal	Seq 46	C-46	IMPACT BASIN PLAN AND DETAILS
l01_2.cal	Seq 47	L-1	AMMO LOAD APRON & TAXIWAY - TURFING PLAN 8
l02_2.cal	Seq 48	L-2	AMMO LOAD APRON & TAXIWAY - TURFING PLAN 9
h01_2.cal	Seq 58	H-1	REGULATED MATERIAL SURVEY LOCATIONS AND QUANTITIES BASE BID - 90071, 90079, AND 90080 & BID OPTION NO. 3
h03_2.cal	Seq 60	H-3	REGULATED MATERIAL SURVEY LOCATIONS AND QUANTITIES BID OPTION # 2 - BLDG. # 90049, CONTROL TOWER/OPS. BLDG.
h04_2.cal	Seq 61	H-4	EROSION AND SEDIMENT CONTROL PLAN 1
h05_2.cal	Seq 62	H-5	EROSION AND SEDIMENT CONTROL PLAN 2
h06_2.cal	Seq 63	H-6	EROSION AND SEDIMENT CONTROL PLAN 3

h07_2.cal	Seq 64	H-7	EROSION AND SEDIMENT CONTROL PLAN 4
h08_2.cal	Seq 65	H-8	EROSION AND SEDIMENT CONTROL PLAN 5
h09_2.cal	Seq 66	H-9	EROSION AND SEDIMENT CONTROL PLAN 6
h10_2.cal	Seq 67	H-10	EROSION AND SEDIMENT CONTROL PLAN 7
h11_2.cal	Seq 68	H-11	EROSION AND SEDIMENT CONTROL PLAN 8 BID OPTION NO. 4
h12_2.cal	Seq 69	H-12	EROSION AND SEDIMENT CONTROL PLAN 9 BID OPTION NO. 4
sn01_2.cal	Seq 72	SN-1	AIR PASSENGER TERMINAL STRUCT. NOTES AND MISCELLANEOUS DETAILS 1
sn04_2.cal	Seq 74A	SN-4	MISCELLANEOUS NOTES AND DETAILS
eu14_2.cal	Seq 88	EU13	ELECTRICAL DEMOLITION PLAN AREA 11
eu30_2.cal	Seq 104	EU30	ELECTRICAL SITE PLAN AREA 1
eu40_2.cal	Seq 114	EU40	ELECTRICAL SITE PLAN AREA 11
eu44_2.cal	Seq 118	EU44	ELECTRICAL SITE PLAN AREA 15
eu46_2.cal	Seq 120	EU46	ELECTRICAL SITE PLAN AREA 17
eu48_2.cal	Seq 122	EU48	ELECTRICAL SITE PLAN AREA 19
eu50_2.cal	Seq 124	EU50	ELECTRICAL SITE PLAN AREA 21
eu51_2.cal	Seq 125	EU51	ELECTRICAL SITE PLAN AREA 22
eu62_2.cal	Seq 136	EU62	NORTH AND SOUTH APPROACH LIGHTING PROFILES
eu66_2.cal	Seq 140	EU66	MANHOLE, HANDHOLE AND TRANSFORMER DETAILS
eu71_2.cal	Seq 145	EU71	APPROACH LIGHTING DETAILS 2
eu85a_2.cal	Seq 159A	EU85A	MS-20 TOWER PLATFORM DETAILS
eu85b_2.cal	Seq 159B	EU85B	MS-20 TOWER SECTION A DETAILS
eu85c_2.cal	Seq 159C	EU85C	MS-20 TOWER SECTION B DETAILS
eu85d_2.cal	Seq 159D	EU85D	MS-20 TOWER SECTION C DETAILS
eu85e_2.cal	Seq 159E	EU85E	MS-20 TOWER SECTION D DETAILS
eu85f_2.cal	Seq 159F	EU85F	MS-20 TOWER SECTION E DETAILS

VOLUME TWO

g02_2.cal	G-2	INDEX OF DRAWINGS VOLUME ONE
g03_2.cal	G-3	INDEX OF DRAWINGS VOLUME TWO
g04_2.cal	G-4	INDEX OF DRAWINGS VOLUME THREE
g05_2.cal	G-5	INDEX OF DRAWINGS VOLUME FOUR
ca10a_2.cal	Seq 169a	CA-10A SOUTH APRON TRAFFIC CONTROL PLAN
ca15_2.cal	Seq 174	CA-15 SOUTH APRON - LAYOUT PLAN 3
ca16_2.cal	Seq 176	CA-16 SOUTH APRON - LAYOUT PLAN 4
ca16a_2.cal	Seq 176A	CA-16A SOUTH APRON ENLARGED SCALE AREA LAYOUT & GRADING
ca17_2.cal	Seq 177	CA-17 SOUTH APRON - LAYOUT PLAN 5
ca17a_2.cal	Seq 178	CA-17A SOUTH APRON - LAYOUT PLAN 5 ENLARGED VIEWS
ca17b_2.cal	Seq 178A	CA-17B SOUTH APRON PALLET HIGH DOCK DETAILS
ca18_2.cal	Seq 179	CA-18 SOUTH APRON - LAYOUT PLAN 6
ca19_2.cal	Seq 180	CA-19 SOUTH APRON - LAYOUT PLAN 7
ca20_2.cal	Seq 181	CA-20 SOUTH APRON - GRADING PLAN 3
ca21_2.cal	Seq 182	CA-21 SOUTH APRON - GRADING PLAN 4
ca22_2.cal	Seq 183	CA-22 SOUTH APRON - GRADING PLAN 5
ca22a_2.cal	Seq 183A	CA-22A SOUTH APRON GRADING PLAN 5 ENLARGED VIEW
ca22b_2.cal	Seq 183B	CA-22B SOUTH APRON GRADING PLAN @ TERMINAL BLDG.
ca23_2.cal	Seq 184	CA-23 SOUTH APRON - GRADING PLAN 6
ca24_2.cal	Seq 185	CA-24 SOUTH APRON - GRADING PLAN 7
ca27_2.cal	Seq 188	CA-27 CURVE DATA & COORDINATE DATA FOR ALIGNMENT PLAN 4
ca28_2.cal	Seq 189	CA-28 SOUTH APRON - PROFILE SHT. 4 N. S. DRAINAGE DITCH & CULERT
ca29_2.cal	Seq 190	CA-29 SOUTH APRON - PROFILE SHT. 5 ENTRANCE DRIVE & STORM DRAIN
ca30_2.cal	Seq 191	CA-30 SOUTH APRON - PROFILE SHT. 6 STORM DRAIN LINES
ca31_2.cal	Seq 192	CA-31 SOUTH APRON - PROFILE SHT. 7 STORM DRAIN LINES

ca32_2.cal	Seq 193	CA-32	SOUTH APRON - PROFILE SHT. 8 STORM DRAIN LINES E2, E3, F
ca33_2.cal	Seq 194	CA-33	SOUTH APRON - NORTH DITCH CROSS-SECTION SHEET 3
ca34_2.cal	Seq 195	CA-34	SOUTH APRON - NO. & SO. DITCH CROSS-SECTION SHEET 4
ca34a_2.cal	Seq 195A	CA-34A	SOUTH APRON PROFILE - CONC. CHUTE @ SCALE
ca35_2.cal	Seq 196	CA-35	SOUTH APRON - DRAINAGE LAYER PIPE LAYOUT PLAN 3
ca36_2.cal	Seq 197	CA-36	SOUTH APRON - DRAINAGE LAYER PIPE LAYOUT PLAN 5
ca37_2.cal	Seq 198	CA-37	SOUTH APRON - DRAINAGE LAYER PIPE LAYOUT PLAN 7
ca38_2.cal	Seq 199	CA-38	SOUTH APRON - DRAINAGE LAYER MAIN DRAIN LINE PROFILE
ca39_2.cal	Seq 200	CA-39	SOUTH APRON - PROFILES DRAINAGE LAYER DRAIN LINES 1 & 2
ca40_2.cal	Seq 201	CA-40	SOUTH APRON - PROFILES DRAINAGE LAYER DRAIN LINES 2A, 3 & 4
ca41_2.cal	Seq 202	CA-41	SOUTH APRON - PAVING & JOINT PATTERN PLAN 3
ca42_2.cal	Seq 203	CA-42	SOUTH APRON - PAVING & JOINT PATTERN PLAN 4
ca43_2.cal	Seq 204	CA-43	SOUTH APRON - PAVING & JOINT PATTERN PLAN 5
ca44_2.cal	Seq 205	CA-44	SOUTH APRON - PAVING & JOINT PATTERN PLAN 6
ca45_2.cal	Seq 206	CA-45	SOUTH APRON - PAVING & JOINT PATTERN PLAN 7
ca46_2.cal	Seq 207	CA-46	SOUTH APRON - PAVEMENT MARKING PLAN 3
ca47_2.cal	Seq 208	CA-47	SOUTH APRON - PAVEMENT MARKING PLAN 4
ca48_2.cal	Seq 209	CA-48	SOUTH APRON - PAVEMENT MARKING PLAN 5
ca49_2.cal	Seq 210	CA-49	SOUTH APRON - PAVEMENT MARKING PLAN 6
ca50_2.cal	Seq 211	CA-50	SOUTH APRON - PAVEMENT MARKING PLAN 7
la01_2.cal	Seq 218	LA-1	SOUTH APRON - TURFING PLAN 4
la02_2.cal	Seq 219	LA-2	SOUTH APRON - TURFING PLAN 5
la03_2.cal	Seq 220	LA-3	SOUTH APRON - TURFING PLAN 7
aa05_2.cal	Seq 226	AA-05	FLOOR PLAN - TROOP AREA "A"
aa09_2.cal	Seq 230	AA-09	REF. CLG. - TROOP AREA "B"
aa14_2.cal	Seq 235	AA-14	BUILDING SECTIONS
aa15_2.cal	Seq 236	AA-15	BUILDING SECTIONS
aa16_2.cal	Seq 237	AA-16	BUILDING SECTIONS
aa20_2.cal	Seq 241	AA-20	WALL SECTIONS
aa25_2.cal	Seq 246	AA-25	ENLARGED PLANS & INT. ELEVS.
aa26_2.cal	Seq 247	AA-26	ENLARGED PLANS & INT. ELEVS.
aa27_2.cal	Seq 248	AA-27	ENLARGED PLANS & INT.ELEVS.
aa28_2.cal	Seq 249	AA-28	ENLARGED PLANS & INT.ELEVS.
aa29_2.cal	Seq 250	AA-29	MISCELLANEOUS DETAILS
aa30_2.cal	Seq 251	AA-30	ROOF PLAN / ROOF DETAILS
aa31_2.cal	Seq 252	AA-31	DOOR & FRAME SCHEDULE
aa32_2.cal	Seq 253	AA-32	DOOR SCH. & FRAME TYPES
aa33_2.cal	Seq 254	AA-33	HEAD, JAMB, AND SILL DETAILS
aa34_2.cal	Seq 255	AA-34	HEAD, JAMB AND SILL DETAILS
aa35_2.cal	Seq 256	AA-35	HEAD, JAMB AND SILL DETAILS
aa36_2.cal	Seq 257	AA-36	HEAD, JAMB AND SILL DETAILS
aa37_2.cal	Seq 258	AA-37	WINDOW DETAILS
aa38_2.cal	Seq 259	AA-38	GATE - PLAN & DETAILS
aa39_2.cal	Seq 260	AA-39	FENCE - PLAN & DETAILS
aa40_2.cal	Seq 261	AA-40	GLASS WALL DETAILS
aa41_2.cal	Seq 262	AA-41	STAIR DETAILS
aa42_2.cal	Seq 263	AA-42	STAGE AND STAIR DETAILS
aa43_2.cal	Seq 264	AA-43	WALL TYPES
aa44_2.cal	Seq 265	AA-44	WALL TYPES
aa45_2.cal	Seq 266	AA-45	MISCELLANEOUS DETAILS
aa46_2.cal	Seq 267	AA-46	AIR PASSENGER TERMINAL ELEVATIONS AND DETAILS
aa47_2.cal	Seq 268	AA-47	ELEVATIONS AND DETAILS
aa48_2.cal	Seq 269	AA-48	BUILDING SECTIONS

VOLUME THREE

g02_2.cal	G-2	INDEX OF DRAWINGS VOLUME ONE
g03_2.cal	G-3	INDEX OF DRAWINGS VOLUME TWO
g04_2.cal	G-4	INDEX OF DRAWINGS VOLUME THREE
g05_2.cal	G-5	INDEX OF DRAWINGS VOLUME FOUR
sa09_2.cal	Seq 289 SA-09	AIR PASSENGER TERMINAL ROOF PLAN - TROOP AREA "A" AND ADMINISTRATIONS AREA
sa10_2.cal	Seq 290 SA-10	AIR PASSENGER TERMINAL OBSERVATION CAB FRAMING - 1
sa11_2.cal	Seq 291 SA-11	AIR PASSENGER TERMINAL OBSERVATION CAB FRAMING - 2
sa20_2.cal	Seq 299A SA-20	AIR PASSENGER TERMINAL ROOF SECTIONS 8
ma05_2.cal	Seq 304 MA.5	HVAC FLOOR PLAN - TROOP AREA "A"
ea01_2.cal	Seq 333 EA1	PASSENGER TERMINAL INTERIOR LEGEND AND DETAILS

VOLUME FOUR

g02_2.cal	G-2	INDEX OF DRAWINGS VOLUME ONE
g03_2.cal	G-3	INDEX OF DRAWINGS VOLUME TWO
g04_2.cal	G-4	INDEX OF DRAWINGS VOLUME THREE
g05_2.cal	G-5	INDEX OF DRAWINGS VOLUME FOUR
ab02_2.cal	Seq 358 AB-02	FLOOR PLAN
ab04_2.cal	Seq 360 AB-04	ELEVATIONS
ab06_2.cal	Seq 362 AB-06	WALL SECTIONS
ab07_2.cal	Seq 363 AB-07	WALL SECTIONS
ab08_2.cal	Seq 364 AB-08	WALL DETAILS
ab09_2.cal	Seq 365 AB-09	LARGE ELEVATION DETAILS
ab10_2.cal	Seq 366 AB-10	ELEVATIONS AND DETAILS
ab11_2.cal	Seq 367 AB-11	ROOF PLAN / DETAILS
ab14_2.cal	Seq 370 AB-14	DOOR, WINDOW SCHEDULE/ DETAILS
ab15_2.cal	Seq 371 AB-15	DOOR DETAILS
ab18_2.cal	Seq 374 AB-18	DOCK PLAN / DETAILS
ab20_2.cal	Seq 376 AB-20	MISCELLANEOUS DETAILS
eb01_2.cal	Seq 399 EB1	WAREHOUSE INTERIOR LEGEND AND DETAILS
eb05_2.cal	Seq 403 EB5	WAREHOUSE POWER PLAN
eb08_2.cal	Seq 406 EB8	WAREHOUSE POWER AND FA RISERS & PANEL SCHEDULES
cc01a_2.cal	Seq 407A CC-1A	FIRE STATION TRAFFIC CONTROL PLAN
cc07_2.cal	Seq 413 CC-7	FIRE STATION - ROAD PROFILE SHEET 3
lc01_2.cal	Seq 416 LC-1	FIRE STATION - TURFING PLAN 2
ac01_2.cal	Seq 418 AC-1	LIFE SFETY AND FIRE PROTECTION PLAN
ac03_2.cal	Seq 420 AC-3	PARTIAL FLOOR PLAN (A)
ac04_2.cal	Seq 421 AC-4	PARTIAL FLOOR PLAN (B)
ac05_2.cal	Seq 422 AC-5	ENLARGED PLANS-LATRINES
ac06_2.cal	Seq 423 AC-6	ENLARGED PLAN-KITCHEN
ac07_2.cal	Seq 424 AC-7	BUILDING ELEVATIONS
ac08_2.cal	Seq 425 AC-8	BUILDING SECTIONS
ac09_2.cal	Seq 426 AC-9	EXTERIOR WALL SECTIONS
ac10_2.cal	Seq 427 AC-10	BUILDING SECTIONS
ac16_2.cal	Seq 433 AC-16	ROOF DETAILS
ac17_2.cal	Seq 434 AC-17	TYPICAL BEDROOM-BUILDING SECTIONS
ac18_2.cal	Seq 435 AC-18	DOOR AND WINDOW SCHEDULES
ac19_2.cal	Seq 436 AC-19	DOOR AND WINDOW SCHEDULES
ac20_2.cal	Seq 437 AC-20	HEAD, JAMB AND SILL DETAILS
ac21_2.cal	Seq 438 AC-21	HEAD, JAMB AND SILL DETAILS
ac22_2.cal	Seq 439 AC-22	HEAD, JAMB AND SILL DETAILS
ac26_2.cal	Seq 443 AC-26	GLASS WALL DETAILS

ac27_2.cal	Seq 444	AC-27	FIRE STATION MISCELLANEOUS DETAILS
ac29_2.cal	Seq 446	AC-29	MISCELLANEOUS DETAILS
sc01_2.cal	Seq 454	SC-1	FOUNDATION PLAN A
sc02_2.cal	Seq 455	SC-2	FOUNDATION PLAN B
sc05_2.cal	Seq 458	SC-5	ROOF FRAMING PLAN A
sc06_2.cal	Seq 459	SC-6	ROOF FRAMING PLAN B
sc08_2.cal	Seq 461	SC-8	ROOF SECTIONS II
sc09_2.cal	Seq 462	SC-9	ROOF SECTIONS III
ec01_2.cal	Seq 483	EC1	FIRE STATION INTERIOR LEGEND AND DETAILS

VOLUME FIVE

g02_2.cal	G-2	INDEX OF DRAWINGS VOLUME ONE	
g03_2.cal	G-3	INDEX OF DRAWINGS VOLUME TWO	
g04_2.cal	G-4	INDEX OF DRAWINGS VOLUME THREE	
g05_2.cal	G-5	INDEX OF DRAWINGS VOLUME FOUR	
cd06_2.cal	Seq 502	CD-6	CONTROL TOWER ROAD PROFILE SHEET 1
cd07_2.cal	Seq 503	CD-7	CONTROL TOWER ROAD & STORM DRAIN PROFILE SHEET 2
ld01_2.cal	Seq 507	LD-1	CONTROL TOWER & LIGHTING VAULT TURFING PLAN 1
ad01_2.cal	Seq 508	AD1	AIR TRAFFIC CONTROL TOWER - LIFE SAFETY PLANS
ad11_2.cal	Seq 509	AD1.1	AIR TRAFFIC CONTROL TOWER - VIEWS I
ad12_2.cal	Seq 510	AD1.2	AIR TRAFFIC CONTROL TOWER - VIEWS II
ad25_2.cal	Seq 515	AD2.5	AIR TRAFFIC CONTROL TOWER - FLOOR PLAN – LEVEL SEVEN & EIGHT
ad31_2.cal	Seq 516	AD3.1	AIR TRAFFIC CONTROL TOWER - LOBBY ROOF PLAN & CAB ROOF PLAN
ad41_2.cal	Seq 517	AD4.1	AIR TRAFFIC CONTROL TOWER - CAB & LOBBY REFLECTED CEILING PLANS
sd0_2.cal	Seq 549	SD-0	NOTES AND MISC. DETAILS
sd0a_2.cal	Seq 549A	SD-0.1	CONTROL TOWER STRUCT. NOTES & MISC. DETAILS 2
sd02_2.cal	Seq 551	SD-2	FOUNDATION PLAN
sd21_2.cal	Seq 552	SD-2.1	FOUNDATION SECTIONS
sd04_2.cal	Seq 555	SD-4	INTERMEDIATE & FIFTH LEVEL PLANS
sd05_2.cal	Seq 556	SD-5	SIXTH & SEVENTH LEVEL PLANS
sd06_2.cal	Seq 557	SD-6	INTERMEDIATE FLOOR SECTIONS
sd08a_2.cal	Seq 559A	SD-08.2	STAIRWELLS
ed01_2.cal	Seq 566	ED1	CONTROL TOWER INTERIOR LEGEND AND DETAILS
ae01_2.cal	Seq 587	AE-01	PLANS , ELEVATIONS & SECTIONS
ae02_2.cal	Seq 588	AE-02	DOOR SCH., FRAME TYPES & DETS.
ae03_2.cal	Seq 589	AE-03	DETAILS
af01_2.cal	Seq 596	AF-01	FLOOR PLAN, ELEVS & SECT.
af02_2.cal	Seq 597	AF-02	CEILING AND ROOF PLAN
af03_2.cal	Seq 598	AF-03	ROOF DETAILS
ef01_2.cal	Seq 603	EF1	PALLET SHELTER ELECTRICAL PLANS
mg01_2.cal	Seq 604	MG.1	FUEL DISTRIBUTION SYSTEM ABBREVIATIONS AND LEGEND
mg02_2.cal	Seq 605	MG.2	FUEL DISTRIBUTION OVERALL SYSTEM PIPING LAYOUT
mg03_2.cal	Seq 606	MG.3	FUEL DISTRIBUTION SYSTEM PIPING LAYOUT 1
mg04_2.cal	Seq 607	MG.4	FUEL DISTRIBUTION SYSTEM PIPING LAYOUT 2
mg05_2.cal	Seq 608	MG.5	FUEL DISTRIBUTION SYSTEM PIPING LAYOUT 3
mg06_2.cal	Seq 609	MG.6	FUEL DISTRIBUTION SYSTEM PIPING LAYOUT 4
mg07_2.cal	Seq 610	MG.7	PIPING SCHEMATICS AND DETAILS
mg08_2.cal	Seq 611	MG.8	FUEL PIPE PROFILES I
mg09_2.cal	Seq 612	MG.9	FUEL PIPE PROFILES II
mg10_2.cal	Seq 613	MG.10	FUEL PIPE PROFILES III
mg11_2.cal	Seq 614	MG.11	FUEL DISTRIBUTION SYSTEM VALVE PIT DETAILS
mg12_2.cal	Seq 615	MG.12	FUEL DISTRIBUTION SYSTEM DETAILS I

mg13_2.cal	Seq 616	MG.13	FUEL DISTRIBUTION SYSTEM DETAILS II
ah03_2.cal	Seq 625	AH-03	ROOF PLAN & BUILDING SECTIONS
eh01_2.cal	Seq 637	EH1	LIGHTING VAULT INTERIOR LEGEND AND DETAILS
eh04_2.cal	Seq 640	EH4	LIGHTING VAULT EQUIPMENT PLAN
eh05_2.cal	Seq 641	EH5	LIGHTING VAULT GROUNDING PLAN
eh09_2.cal	Seq 645	EH9	LIGHTING VAULT POWER RISER DIAGRAM
eh10_2.cal	Seq 646	EH10	LIGHTING VAULT PANEL SCHEDULES

END OF AMENDMENT

SECTION 00700
CONTRACT CLAUSES

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (OCT 1995) --ALTERNATE I (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Commercial component" means any component that is a commercial item.

(c) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(d) "Nondevelopmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the

contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the

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United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130

working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than

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officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

AM#0002 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **540** calendar days after receipt of notice of proceed. * The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum for each day of delay as set forth in Section 01000 CONSTRUCTION SCHEDULE.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the modification; or
- (4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

- (1) Based on adequate price competition;
- (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (3) Set by law or regulation.

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(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

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(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract (1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

(End of clause)

52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN (OCT 1999)--ALTERNATE I (JAN 1999).

(a) This clause does not apply to small business concerns.

(b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to HUBZone small business concerns;

(iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(v) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) HUBZone small business concerns;

(iii) Small disadvantaged business concerns; and

(iv) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

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(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns; and
- (iv) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether HUBZone small business concerns were solicited and, if not, why not;
- (C) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (D) Whether women-owned small business concerns were solicited and, if not, why not; and
- (E) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

- (A) Trade associations;
- (B) Business development organizations; and
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through--

- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

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(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g)(1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

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This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

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- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.
(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis ;
 - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
 - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

**52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME
COMPENSATION. (JUL 1995)**

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any

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such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting

Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the

applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--

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Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of

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race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on

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the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor

has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a) Definitions. As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

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(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

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(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall

include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation (FAR); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

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(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the

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Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: NONE

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1:

Foreign construction material....

Domestic construction material....

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Item 2:

Foreign construction material....
Domestic construction material....

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (FEB 2000)

(a) For Department of Defense contracts, this clause applies only if the contract includes a subcontracting plan incorporated under the terms of the clause at 52.219-9, Small Business Subcontracting Plan. It does not apply to

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contracts awarded based on a subcontracting plan submitted and approved under paragraph (g) of the clause at 52.219-9.

(b) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership shall constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(c) The Contractor agrees to use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer shall refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW, MS-334A-SIB, Washington, DC 20245. The BIA will determine the eligibility and notify the Contracting Officer. The 5 percent incentive payment will not be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the equitable adjustment to the prime contract shall be 5 percent of the estimated cost, target cost or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(d) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier

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subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

**52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(AUG 1996)**

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be twenty (20) percent of the bid price or \$3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

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(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

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(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993

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Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$ _____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$ _____.

This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (SEP 1996)-

(a) Definitions. As used in this clause--

Contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) Unless the resulting contract price is \$100,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25): (i) The penal amount of performance bonds shall be 100 percent of the original contract price.

(ii) The Government may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

(iii) The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(2) Payment Bonds (Standard Form 25-A):

(i) The penal amount of payment bonds shall equal--

(A) 50 percent of the contract price if the contract price is not more than \$1 million;

(B) 40 percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(C) \$2.5 million if the contract price is more than \$5 million.

(ii) If the original contract price is \$5 million or less, the Government may require additional protection if the contract price is increased. The penal amount of the total protection shall meet the requirement of subparagraph (b)(2)(i) of this clause.

(iii) The Government may secure additional protection by directing the Contractor to increase the penal sum of the existing bond or to obtain an additional bond.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property

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covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in

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accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against

the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable

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under subparagraph (d)(2) of this clause shall be--

- (1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and
- (2) Deducted from the next available payment to the Contractor.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the

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Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery

schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty-five (25) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary

licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

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(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

- (2) avoid interruptions of Government operations and delays in project completion dates; and

- (3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

- (1) Provide appropriate safety barricades, signs, and signal lights;

- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a

practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and

test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than

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20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph

(i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

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(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

AM# 0002 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

**52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) -
ALTERNATE I (SEP 1996)**

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the

proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

- (i) acts of God or of the public enemy,
- (ii) acts of the Government in either its sovereign or contractual capacity,
- (iii) acts of another Contractor in the performance of a contract with the Government,
- (iv) fires,
- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (MAR 1999)

(a) *Definitions.* As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

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(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

- (1) The person involved;
- (2) The nature of the conviction and resultant sentence or punishment imposed;
- (3) The reasons for the requested waiver; and
- (4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 1998)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract

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resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE

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GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any

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domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

{time} Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (FEB 2000)

(a) For Department of Defense contracts, this clause applies only if the contract includes a subcontracting plan incorporated under the terms of the clause at 52.219-9, Small Business Subcontracting Plan. It does not apply to contracts awarded based on a subcontracting plan submitted and approved under paragraph (g) of the clause at 52.219-9.

(b) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership shall constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(c) The Contractor agrees to use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the

fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer shall refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW, MS-334A-SIB, Washington, DC 20245. The BIA will determine the eligibility and notify the Contracting Officer. The 5 percent incentive payment will not be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the equitable adjustment to the prime contract shall be 5 percent of the estimated cost, target cost or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(d) T The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over

quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the

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constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional

penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

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(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports. (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

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(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)**

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

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(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

SECTION 01420

BASIC STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

Amend #0002

PART 1 GENERAL

1.1 SUMMARY

This Section provides a basic Stormwater Pollution Prevention Plan (SWPPP) for a National Pollutant Discharge Elimination System (NPDES) General Permit.

1.2 PROJECT IDENTIFICATION AND NOTES

PROJECT TITLE: Fixed Wing Aircraft Park

LOCATION: Fort Hood, TEXAS

NOTE 1: General Permit for Storm Water Discharges from Construction Sites is authorized by the Clean Water Act and is regulated by guidance published in the Federal Register, Volume 63, Number 128, July 6, 1998.

NOTE 2: Under the National Pollutant Discharge Elimination System (NPDES), all construction sites 2.0 hectares (5.0 acres) in size or larger are required to obtain a General Permit for Storm Water Discharges from Construction Sites. Detailed guidance to Storm Water Pollution Prevention Plans (SWPPP) and Best Management Practices (BMP) is available in the Environmental Protection Agency document EPA-832-R-92-005 titled "Storm Water Management for Construction Activities." **[Amend #0002]** _____.

NOTE 3: To fully comply with the regulation, the Fort Worth District (or A/E) project designer and the construction Contractor will each prepare a SWPPP, and file for a separate Notice of Intent (NOI). The construction Contractor shall file the Notice of Termination (NOT) after final site stabilization **[Amend #0002]** and provide a copy of the NOT to Fort Worth District (EV-EE) for filing with EPA. The Contractor shall use the basic SWPPP to prepare the Contractor's detailed SWPPP.

1.3 PROJECT DESCRIPTION

This project is located at the Robert Gray Army Airfield, West Fort Hood. Base Bid construction work includes new south airfield parking apron, support buildings and associated site utilities, electrical utilities including manholes for airfield lighting, hydrant fueling system including fuel pipes, fuel drains, leak detection system, etc. The new support facilities include Lighting Vault Building (90048), Air Traffic Control Tower (90140), Fire Station (90145), Fuel Control Building (90150) and Passenger Terminal Building (90155), pallet warehouse, pallet building & scale, high dock, vehicle scales & house, hardstand for vehicle alert holding area, hardstand for ready load area, fuel/purge station and wash rack, helicopter landing pad, and ammunition loading apron and taxiway.

Construction activities involve establishing storm drainage control; clearing and grubbing; site demolition; grading; concrete and asphalt pavement; fencing; landscaping; excavation, trenching and backfill for utilities; abatement of regulated materials prior to demolition of buildings.

Base Bid includes demolition of Buildings 90079 and 90080, and vehicle scale 90071. Building 90050 will be demolished in Bid Option No.1, and Building 90049 will be demolished in Bid Option No.2. Construction of ammunition loading apron located on the west side of the existing parallel taxiway will be in Bid Option No.4. Clearance of trees to a minimal extent is necessary for construction of ammunition loading apron, associated taxiway and access road, and alert holding area.

The total disturbed areas for Base Bid is approximately 249,850 square meters (sm) or 25 hectares (ha).

The construction areas in the Base Bid are listed in the following: Lighting Vault Building (90048) is approximately 2,250 sm; Air Traffic Control Tower (90140) is approximately 4,800 sm; Fire Station (90145) is approximately 29,400 sm; South Aircraft Apron, Passenger Terminal, high dock, ready load area, and Fuel Control Building are approximately 140,800 sm; pallet warehouse, pallet building & scale, vehicle scales and house are approximately 27,500 sm; alert holding area, fuel/purge station and wash rack are approximately 37,000 sm. Base Bid also includes construction of new electrical utilities (i.e. trenches and manholes) along the runway and taxiways, and mechanical fuel pipes at the existing apron and to the south of it. The total disturbed area is approximately 8,100 sm. The disturbed areas for building demolition (Buildings 90079, 90080, and vehicle scale 90071) are included as one of the construction areas under Base Bid.

The total disturbed area for Bid Option No.1 (Building 90050, Fire Station) is approximately 1,048 sm (or 11,646 square feet). The total disturbed area for Bid Option No.2 (Building 90049, Control Tower and Ops Building) is approximately 2,143 sm (or 23,812 square feet). The total disturbed area for Bid Option No.3 (Runway Approach Lighting System, extending from both ends of the runway) is approximately 1296 sm. The total disturbed area for Bid Option No.4 (ammunition loading pad and taxiway) is approximately 69,300 sm.

The project sites are shown on Project Location Map & Haul Route (sheet no. C-1); Project Location, Haul Route Map II (sheet no. C-2); TOPO SURVEY SHEET 1 (sheet C-4), TOPO **[Amend #0002]** SURVEY SHEET 2 (sheet C-5), and TOPO SURVEY SHEET 3 (sheet C-6).

1.4 STANDARD INDUSTRIAL CLASSIFICATION (SIC)

The construction activities associated with this project have the following Standard Industrial Classification (SIC) codes.

A. 1542 General Contractors - Non-Residential Building, other than Industrial Buildings and warehouses

B. 1771 Concrete Work (includes asphalt, i.e. access drives and parking lots, culvert construction)

C. 4581 Airports, Flying Fields, and Airport Terminal Services

D. 9711 National Security (a general category for military facilities)

1.5 LOCATION

The overall project site is located in west Fort Hood, Bell County, Texas. The central location for all new construction (Robert Gray Army Airfield) is at latitude of 31 degrees 02 minutes 15 seconds, and longitude of 97 degrees 48 minutes and 15 seconds. The project site is west of the [Amend #0002] cantonment area, south of U.S. Highway 190, northeast of Clarke Road (or renamed as New Robert Gray Drive).

The new Lighting Vault Bldg. (90048) is north of Gray Drive, east of [Amend #0002] existing Bldg. 90051, and west of [Amend #0002] existing Bldg. 90047. The new Air Traffic Control Tower (90140) is south New Robert Gray Drive and Gray Drive intersection and [Amend #0002] existing Bldg. 90067. The new Fire Station (90145) is southeast of Gray Drive, west of the existing taxiway and aircraft parking apron. All other new construction discussed in paragraph 1.3 under the Base Bid is at the existing airfield parking apron, and on the west and south sides of the apron. The Base Bid demolition site (buildings 90079, 90080 and vehicle scale 90071) is at the end of Clarke Road (or renamed as New Robert Gray Drive, west of the existing apron).

The demolition sites for Bid Option No.1 (B/90050) and Bid Option No.2 (B/90049) are east of the New Robert Gray Drive and Gray Drive intersection. The Bid Option No.3 construction site is new add-on at both ends of the runway. The Bid Option No.4 (ammunition loading apron) construction site is west of the existing parallel taxiways.

1.6 RECEIVING WATERS

Storm drainage from the airfield will outfall to tributaries of Reese Creek, west of the site. They flow east and southeast to Reese Creek, then south to Lampasas River, and eventually into Stillhouse Hollow Lake.

PART 2 SITE DESCRIPTION

2.1 EXISTING CONDITIONS

The existing conditions of each project areas are depicted in TOPO SURVEY SHEET 1 (sheet C-4), TOPO [Amend #0002] SURVEY SHEET 2 (sheet C-5, and TOPO SURVEY SHEET 3 (sheet C-6).

The new Lighting Vault Bldg. site is adjacent to asphalt areas. It slopes at a 1.5 percent grade to the southeast. A concrete ditch is located southeast of the site. [Amend #0002] This area has a runoff coefficient (C) of approximately 0.99.

The new Air Traffic Control Tower site has a jogging path, trees and brush and is enclosed by a security fence located to the south. The site has approximately 8 to 9 percent grade. South of the site and away from the security fence, it rises at a 38 percent grade. Site drainage flows north with a runoff coefficient (C) value of approximately 0.60.

An unpaved ditch drains southeast in the middle of the new Fire Station

site. The west side and east side of the site slopes at a 4 to 8 percent grade towards the ditch. The site is relatively undeveloped, the runoff coefficient (C) is approximately 0.58.

There are small tributaries of Reese Creek [Amend #0002] flowing south and southeast in close proximity to the west side of the existing airfield parking apron. The [Amend #0002] paved apron drops at a 16 percent grade at the edge and slopes at a 10 percent grade towards the creek. [Amend #0002] _____. [Amend #0002] This area has a runoff coefficient (C) of approximately 0.21.

The new ammunition loading pad and taxiway site is undeveloped; [Amend #0002] trees and vegetation occupy this area. Two creeks flow east and southeast through the site. [Amend #0002] This area has a runoff coefficient (C) of approximately 0.60.

2.2 FUTURE CONDITIONS

After construction, storm runoff from the new Lighting Vault Bldg. site will drain southeast at a 5 percent grade around the facility and then east at a 1.7 percent grade to the existing concrete ditch. The C value at the new site Lighting Vault Bldg. will remain at 0.99.

The new Air Traffic Control Tower site will have a 4 percent grade in the north side and 17 to 25 percent grade in the south side of the facility. Access road to the facility will be constructed from the New Robert Gray Drive. Sidewalks will be constructed on the north and east side of the facility. A new storm surface inlet will be constructed west of the facility. Storm runoff is diverted into storm drain pipes to flow north. A portion of the storm runoff is flowing east. The C value at the new Air Traffic Control Tower site will be roughly 0.66.

The new Fire Station site will be 70 percent paved. A significant quantity of fill material is needed for this site. Slope of the paved area will range from 1 to 2 percent grade. Drainage ditches, culverts, storm grates and pipes will be constructed to channel storm flow across the site and outfall to the southeast side. A portion of site runoff will drain southwest and then east in unpaved ditches. The C value at the new Fire Station site will be roughly 0.88.

[Amend #0002] The new paved apron will have a minimum of 0.5 percent and a maximum of 1.5 percent grade. Apron shoulders will be at 2 to 4 percent grade. Sheet flow on the apron will be intercepted by surface inlets and underground storm drain pipes located on the west side of the apron. Storm runoff from the west portion of the apron will drain into a storm pipe, a paved channel and culverts, then outfall through a concrete [Amend #0002] impact basin south of the Alert Holding Area, and discharge to the creek. Storm runoff from the east side of the apron will sheet flow into surface inlet, storm drain pipe, and outfall to a concrete basin and weir at the east edge of the apron. New construction south of the apron (i.e. Alert Holding Area) will have drainage ditches on both north and south sides of the Alert Holding Area. Storm runoff will drain east and southeast, then outfall through a concrete [Amend #0002] impact basin located south of the Alert Holding Area, and discharge into the creek. Runoff from the paved area of new construction south of the apron (i.e. fuel control bldg., high dock, ready load area, passenger terminal bldg., pallet warehouse, pallet building and scale, vehicle scales & house) will flow into surface inlets

and storm drainage pipes or sheet flow to paved channels, then outfall via culverts on the south or southwest sides to the creek. [Amend #0002] This area shall have a runoff coefficient (C) remain at approximately 0.21.

The new ammunition loading pad and taxiway site will be paved. A significant quantity of fill material is needed for this site. Longitudinal grades will not exceed 3 percent and the transverse grades will crown in the middle with 1.3 percent cross slope. Culverts and storm drain pipe will be constructed to channel the creek flow across the site. [Amend #0002] This area shall have a runoff coefficient (C) remain at approximately 0.21.

[Amend #0002] The concrete impact basins prevent soil erosion. These are sampling locations to monitor storm water from future operation as required in the base National Pollutant Discharge elimination System (NPDES) permit.

2.3 CONSTRUCTION PHASING

[Amend #0002] The new construction is projected to begin 11 July 2000, and is anticipated to be completed 11 July 2003.

The sequence of major activities associated with this project are as follows:

- A. Establishment of erosion and sediment structural controls for Base Bid.
- B. Clearing and Grubbing.
- C. Removal, Recycling, or disposal of asbestos, lead-based paint and other regulated material from Base Bid, prior to demolition.
- D. Base Bid Demolition - The Contractor shall review all demolition activities and minimize waste disposal by recycling metallic, glass, [Amend #0002] wood, refrigerants, and other regulated materials, etc.
- E. Grading and Drainage.
- F. Establishment of erosion and sediment structural controls (i.e. perimeter of disturbed areas, new and existing storm grates, excavated trenched materials, etc.) when executing Bid Option No.1 (B/90050, Fire Station), Bid Option No.2 (B/90049, Control Towers & Ops Buildings), Bid Option No.3 (Runway Approach Lighting System), and Bid Option No.4 (Ammunition Loading Pad and Taxiway).
- G. Clearing and Grubbing For Bid Options.
- H. Grading and Drainage for Bid Options.
- I. Removal, Recycling, or disposal of asbestos, lead-based paint and other regulated material from Base Bid items, prior to demolition for Bid Options.
- J. Demolition in Bid Options - The Contractor shall review all demolition activities and minimize waste disposal by recycling metallic, glass, [Amend #0002] wood, refrigerants, and other regulated materials, etc.
- K. Site Stabilization - Temporary and permanent stabilization shall be

established. The structural controls shall be removed only after establishment of permanent stabilization and approval of the Contracting Officer Representative (COR).

The Contractor's detailed SWPPP shall identify all construction phasing activities and demolition activities for Base Bid and Bid Options.

2.4 SOILS DATA

The following soils data are from the Soil Survey of Coryell County, Texas, issued in March 1977, by the United States Department of Agriculture, Soil Conservation Service.

This site contains one soil type. The Topsy-Urban land complex association is characterized by deep and gently sloping land with slopes ranging from 3 to 8 percent, with an average of 4 percent. Typically, the surface layer is dark grayish brown clay loam and is approximately 178 millimeters (mm or 7 inches) deep. The subsoil measures approximately 559 mm (or 22 inches) and is grayish brown clay loam containing calcium carbonate [Amend #0002] _____ and shale fragments. The underlying material consists of stratified layers of marl and shale. This soil type is generally well drained; however, permeability is moderately slow and occurs at the rate of 15 to 51 mm (0.6 to 2.0 inches) per hour. Availability of water is medium. Runoff is medium to rapid, and erosion is severe. The root zone is easily penetrated by plant roots. Unified Soil Classification of this soil type is C. Potential for shrink-swell is moderate. Soil reaction (pH) ranges from 7.9 to 8.4.

2.5 DRAWINGS

The [Amend #0002] drawing sheet nos. H-4 through H-13 are Erosion and Sediment Control Plans 1 through 10. Structural control details are shown on sheet no. H-14. Base Bid structural controls are depicted on Plans 1 through 7. However, structural controls for electrical and mechanical utilities to be constructed under Base Bid (including electrical utilities on the runway and taxiways, and mechanical hydrant fueling system), and Bid Option No.3 are discussed in the general notes on sheet no. H-5. Structural controls for Bid Options No.1 and No.2 are depicted on Plan 10, and Bid Option No.4 is depicted on Plans 8 and 9.

PART 3 EROSION AND SEDIMENT CONTROLS

3.1 TEMPORARY STABILIZATION

[Amend #0002] When construction activities cease for periods longer than 14 days, or when there are contract delays in turfing operation, or when seasonal conditions preclude immediate permanent stabilization, a quick cover is required to prevent erosion, as soon as practicable, for the unpaved, graded and disturbed portions of the site. Section 02940 - MULCHING FOR EROSION CONTROL provides a recommended method which consists of the following: till the soil to a depth of 101.6 mm (or 4 inches), spread straw or hay mulch at a rate of 0.68 kilograms (kg) per square meter [Amend #0002] (sm) (or 3 tons per acre), and anchor the mulch into place using a mulch anchoring machine equivalent to a disk harrow with cupped disks removed and replaced with straight rolling coulters spaced not more than 203.2 mm (or 8 inches) apart.

3.2 PERMANENT STABILIZATION

The Contractor shall provide permanent stabilization on disturbed and graded areas in no more than 14 days after construction activities have ceased. All unpaved and graded areas within the approximate limit of erosion and sediment control, and disturbed areas resulting from the Contractor's operations shall receive turfing treatment as specified in specification Section 02933 - ESTABLISHMENT OF TURF. The structural controls shall be removed by the Contractor after project completion, final stabilization and approval of COR.

3.3 TEMPORARY SEDIMENT BASINS

A temporary sediment basin is not feasible for this project [Amend #0002] because the various construction sites are at separate locations and adequate erosion control is provided by other structural control methods.

3.4 STRUCTURAL CONTROLS

The Contractor shall use structural control details on sheet no. H-14 and other applicable structural controls approved by the Contracting Officer Representative (COR) to minimize erosion at each construction area. The Contractor's detailed SWPPP shall identify erosion and sediment control locations and type of structural controls required at each construction [Amend #0002] area, including material borrow (both on-site and off-site), [Amend #0002] material stockpile, construction entrance and egress, staging, and disposal areas.

PART 4 STORM WATER MANAGEMENT CONTROLS

4.1 RUNOFF COMPUTATIONS

The changes in site conditions after construction will increase storm runoff. Runoff computation shall be based on 10-year storm return frequency, storm duration of 30 minutes, and rainfall intensity of 107 mm (4.2 inches) per hour. The runoff coefficient (C) values of each site are discussed in paragraph 2.2 FUTURE CONDITIONS. Permanent structures such as curbs and gutters, storm drains, drainage ditches, culverts, concrete [Amend #0002] impact basin, and concrete and grass-lined channels will be used in this project to control erosion.

4.2 OUTFALL VELOCITY DISSIPATION DEVICES

Velocity dissipation devices (concrete [Amend #0002] impact basin with outfall and rip-rap) shall ___ provide non-erosive flow conditions at the south side of the Alert Holding Area and east edge of the new airfield apron. Concrete head walls will be constructed at the end of the storm drainage pipes along the new construction sites, south of the airfield apron. Culverts will be constructed at the ammunition loading pad, the Air Traffic Control Tower, and the Fire Station Alert Holding Area sites to minimize erosion.

PART 5 BEST MANAGEMENT PRACTICES (BMP) DURING CONSTRUCTION

The Contractor, or its subcontractors, shall be responsible for minimizing pollution of storm runoff. The Contractor shall discuss BMP in [Amend #0002] the detailed SWPPP. They shall comply with the BMP to minimize

stormwater pollution.

5.1 WASTE MATERIALS

Solid waste materials (trash and construction debris) shall be placed in covered and appropriate waste containers. Waste containers shall be emptied regularly; they shall not be allowed to overflow. The disposal area of excavated material from project construction shall not be utilized for waste disposal. Routine janitorial service shall be provided for all construction buildings and surrounding grounds. No construction waste materials, including concrete, shall be buried [Amend #0002] _____. Locations of non-contaminated concrete rubble and asphalt or compound material disposal pits are on-base (see civil sheet C-2). All site personnel shall be briefed on the correct procedures for solid waste disposal.

5.2 HAZARDOUS WASTE

All hazardous waste shall be handled, stored, and disposed in accordance with all Federal, State, and local regulations and prior to all other construction activities. Chemical waste shall be stored in clearly labeled, corrosion-resistant containers, and stored in designated areas before removal from the site. Materials in excess of job requirements shall not be stored on-site. All site personnel shall be briefed on the correct procedures for hazardous waste disposal. All buildings to be demolished under Base Bid, Bid Options No.1, No.2, and No.3 shall require removal of regulated materials. Worker and environmental protection shall be implemented for lead and asbestos abatement per specifications.

5.3 SANITARY WASTE

On-site sanitary facilities shall be established. Facility location, design, maintenance, and waste collection practices shall be in accordance with local regulations. [Amend #0002]_____.

Amend #0001

5.4 OFF-SITE VEHICLE TRACKING AND DUST

The Contractor shall describe practices to keep vehicles from tracking soils from the disturbed areas (i.e. construction entrance /egress, borrow, disposal, stockpiled, excavated trenches and manholes). The Contractor shall describe practices for dust control; [Amend #0001](light bituminous treatment in accordance with Section 01410, para 1.3.6.). The Contractor shall describe practices in hauling construction material or debris to avoid loss in the transport (i.e. open-bed vehicles shall be covered or otherwise stabilized. [Amend #0002] Temporary parking area(s) to be used 30 calendar days or more for the Contractor's equipment or personal vehicles shall be paved with temporary asphalt per specification and it shall be removed by the Contractor and followed by permanent stabilization upon project completion.

5.5 FERTILIZERS

If fertilizers are required by the this project, [Amend #0002] they shall be applied in accordance with the manufacturer's recommendations, in the stated amounts and only when weather conditions are appropriate.

5.6 CONSTRUCTION VEHICLE MAINTENANCE AND REPAIR

Specific areas shall be designated for equipment maintenance and repair to minimize potential impact on storm runoff. Locations shall be chosen to minimize potential impacts on receiving streams and waterways. These locations shall be approved by the Contracting Officer, and structural controls shall be provided. All construction vehicles shall be regularly inspected for leaks and receive regularly scheduled maintenance to reduce the potential for leaks.

5.7 VEHICLE FUELING

Vehicle fueling activities shall be conducted in accordance with good safety practices to reduce the potential for leaks and spills. Only properly constructed fuel containers shall be used on-site and shall be labeled and stored in accordance with applicable Federal, state, and local regulations. If the Contractor constructs a retention basin for storing washing and curing waters, it is the Contractor's responsibility to cleanup and dispose of the contents in the retention basin after project completion.

PART 6 TIMING OF CONTROLS AND ACTIVITIES.

Temporary and permanent stabilization shall be established as indicated in PART 3 EROSION AND SEDIMENT CONTROLS. The structural controls are required to be in-place prior to start of construction work. Major activities are identified in paragraph 2.3 CONSTRUCTION PHASING. The Contractor shall provide a detailed schedule to implement erosion and sediment control for each construction area.

PART 7 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

[Amend #0002] The Contractor shall verify the following information in the detailed SWPPP to be submitted. This project is in compliance with the National Environmental Policy Act of 1969, as amended. The proposed site is located at a traditional non-hazardous location and is classified as Category 1, in accordance with Section 15, Environmental Analysis of DD Form 1391, document No.16496 P, prepared on 25 March 1987 and revised on 19 June 1997. Fort Hood has conducted an historical records search and review including aerial photography, planning, construction documents. Findings have revealed no evidence of environmental contamination. Physical inspection of the site and the vicinity also resulted in negative findings. Findings from the Record of Environmental Consideration (REC) shall be obtained from Fort Hood DPW-Environmental (POC Nacy Niemann, 254/287-9718) and included in this section of the detailed Contractor's SWPPP.

The construction activities renovating the existing runway, taxiways and expanding the current airfield apron will have no impacts to any state or federally listed threatened or endangered species and their habitats. Based on comments from Fort Hood DPW-Environmental at final design review, [Amend #0002] the site layout has been rearranged to minimize impacts to bird habitats because of demolishing trees at the Alert Holding Area site.

This project site has been further evaluated for historical properties and cultural resources by Dr. Cheryl Huckerby (phone: 254/287-1092 or Dr. [Amend #0002] Allan Walton, phone: -2633), Fort Hood in February 2000, as a part of the final design review process. Based on the area of potential

effect (APE) identified from the project final design document, there are [Amend #0002] 9 archaeological sites (2 are standing historic structures) potentially affected. The 2 historic buildings are within the APE but [Amend #0002] are not scheduled for demolition. [Amend #0002] Fort Hood is awaiting comments on the Report on Archeological Sites Affecting Fixed wing Aircraft Park Project from SHPO. It is not anticipated that these sites are eligible for Federal Register. The Contractor shall contact Dr. Huckerby or Dr. Walton to finalize this issue on historical properties and cultural resources in the Contractor's detailed SWPPP.

Army Regulation 200-1 requires that all Department of Defense installations and Contractors shall comply with Federal environmental protection statutes, which include a provision to observe [Amend #0002] state, and local environmental regulations.

In compliance with the Clean Water Act, this project is above 5.0 acres in size and is required to obtain a National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Construction Activities. The Federal Register Notice is published in Volume 63, Number 128, July 6, 1998.

PART 8 MAINTENANCE AND INSPECTION PROCEDURES

The Contractor shall conduct routine inspection of erosion and sediment controls established at each construction area. All pollution prevention structural control measures shall be inspected at least once every seven (7) days and within twenty-four (24) hours following any storm producing 150 millimeters (0.5 inches) or more of rainfall. The inspector shall thoroughly understand the requirements of the Contractor's SWPPP and shall have a basic knowledge of the engineering principles for reducing runoff pollution.

Temporary stabilization or grading shall be inspected for erosion and soil loss from the site. Temporary erosion control measures shall be inspected for bare spots and washouts. Discharge points shall be inspected for signs of erosion or sediment. Locations where vehicles enter and leave the site shall be checked for signs of off-site sediment tracking, including erosion control structure at material borrow, disposal, excavated, and stockpiled areas. The Best Management Practices and pollution control maintenance procedures shall be reviewed for adequate erosion control by the Contractor during construction. All deficiencies shall be recorded in the Inspection and Maintenance Report appended herein. The report shall be posted at the project bulletin board and submit to the COR after each inspection. The Contractor shall implement corrections to these problems within seven (7) calendar days and revise the SWPPP as deemed necessary. After final stabilization has been achieved, the Contractor shall inspect the disturbed site once a month until final inspection and project acceptance by the COR.

PART 9 MATERIAL INVENTORY

All materials or substances brought on-site during construction shall have a Material Safety Data Sheet (MSDS) available to the COR. These materials include concrete, paints, sealants, petroleum-based products, cleaning solvents, fertilizers, tar, asphalt, and steel reinforcing bars. The list of materials shall be stated in the Contractor's detailed SWPPP. Project's phase of work awarded separately will require a separate list of materials.

PART 10 NON-STORM WATER DISCHARGE

Non-storm water discharge shall not be allowed during construction of the project except for emergency fire-fighting flows and other flows permitted in accordance with 63 FR 128, July 6, 1998. In addition, any spill of a hazardous substance in excess of reporting quantities shall be reported as required under 40 CFR 110. Spill containment, notification, and clean-up in accordance with applicable Federal, state, and local regulations, and to the satisfaction of the COR, shall be required.

PART 11 CONTRACTOR COMPLIANCE

The Contractor shall use this basic SWPPP to prepare a detailed SWPPP that includes both narrative and drawings (Erosion and Sediment Control Plans). The detailed SWPPP shall state the following as a minimum: (1) the project start and completion dates, (2) bid options to be executed with the project, (3) construction phasing requirements, sequence of construction activities and pollution control measures, (4) discussion of the Best Management Practices (BMP) and implementation during project execution, (5) identify the list of materials brought on-site, (6) runoff computation of each drainage area (see paragraph 4.1), (7) [Amend #0002] findings of the revised REC completed in 2000 by Fort Hood DPW-Environmental, date of preparation, and SHPO comments to the Report on Archeological Sites Affecting Fixed Wing Project (provide revision to PART 7), and (8) revised stormwater control plans to include all locations that required structural controls (i.e. construction entrance and egress to each site, staging, stockpiled, borrow and disposal areas, concrete basins and outfalls, etc.) and the type of storm control structures for each bid option to be executed.

[Amend #0002] The Contractor shall be responsible for the daily operations at the construction site and inspection of the established controls in accordance with the NPDES permit requirements. The Contractor shall submit the detailed SWPPP (including the revised Stormwater Control Plans), and a Notice of Intent (NOI) for the Stormwater Discharges Associated with Industrial Activity under NPDES General Permit to EPA. The NOI (EPA Form 3510-6) shall be submitted no later than 48 hours before start of construction. A separate NOI is required for each construction contract or each phase of the construction activities. The mailing address for NOI submittal is:

Stormwater Notice of Intent (4203),
USEPA, 401 M Street, SW
Washington, D. C. 20460

The Contractor's detailed SWPPP (including the revised Stormwater Control Plans) and a copy of submitted NOI shall be provided to the Contracting Officer before start of construction. A copy of the U.S. Army Corps of Engineers NOI (obtained from the Contracting Officer), the Contractor's NOI, and a brief project description shall be posted on the project bulletin board. The Contractor's detailed SWPPP shall be kept on-site at all times. During construction, the Contractor shall perform work as required per paragraph, MAINTENANCE AND INSPECTION PROCEDURES in this section.

No later than 10 working days after acceptance of final stabilization, the

Contractor shall submit the Notice of Termination (NOT), EPA Form 3510-7 to EPA. Two copies of the submitted NOT shall be provided to the Contracting Officer's project file. EPA Forms are available on web site at <http://www.epa.gov/earthlr6/6en/w/forms.htm>. It is not required but the Contractor may choose to provide the NOT to the Environmental Division of the Fort Worth District. The Environmental Division shall file both the USACE and Contractor's NOT to EPA to facilitate project closeout. The mailing address for the Contractor's prepared and signed NOT is:

U.S.Army Corps of Engineers
Attn: CESWF-EV-EE (Dr. H. Jarboe)
RM 3A14
819 Taylor Street
Fort Worth, TX 76102-0300

PART 12 ATTACHMENTS

12.1 OWNER CERTIFICATION

OWNER CERTIFICATION
FOR
FIXED WING AIRCRAFT PARK, FORT HOOD, TEXAS

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

MICHAEL J. MOCEK, P.E.
DEPUTY DISTRICT ENGINEER

Date Certified: _____

Attachments:

Sheet No.	Title
C-1	PROJECT LOCATION MAP & HAUL ROUTE
C-2	PROJECT LOCATION HAUL ROUTE MAP II
H-4	EROSION AND SEDIMENT CONTROL PLAN 1
H-5	EROSION AND SEDIMENT CONTROL PLAN 2
H-6	EROSION AND SEDIMENT CONTROL PLAN 3
H-7	EROSION AND SEDIMENT CONTROL PLAN 4
H-8	EROSION AND SEDIMENT CONTROL PLAN 5
H-9	EROSION AND SEDIMENT CONTROL PLAN 6
H-10	EROSION AND SEDIMENT CONTROL PLAN 7
H-11	EROSION AND SEDIMENT CONTROL PLAN 8
H-12	EROSION AND SEDIMENT CONTROL PLAN 9
H-13	EROSION AND SEDIMENT CONTROL PLAN 10
H-14	EROSION AND SEDIMENT CONTROL STRUCTURAL DETAILS

12.2 STORMWATER POLLUTION PREVENTION PLAN

STORMWATER POLLUTION PREVENTION PLAN

INSPECTION AND MAINTENANCE REPORT

INSPECTOR: _____ DATE: _____

INSPECTOR'S

QUALIFICATION: _____

DAYS SINCE LAST RAINFALL: _____ AMOUNT OF LAST RAINFALL: _____ INCHES

STABILIZATION MEASURES

AREA	DATE SINCE LAST DISTURBANCE	DATE OF NEXT DISTURBANCE	STABILIZED? (YES/NO?)	STABILIZED WITH	CONDITION
------	-----------------------------------	--------------------------------	--------------------------	--------------------	-----------

STABILIZATION REQUIRED:

TO BE PERFORMED BY: _____ ON or BEFORE: _____

STORMWATER POLLUTION PREVENTION PLAN

INSPECTION AND MAINTENANCE REPORT

OTHER CONTROLS - STABILIZED CONSTRUCTION ENTRANCE

IS MUCH SEDIMENT TRACKED ONTO THE ROAD?	ARE DUST AND SEDIMENT CONTROL MEASURES WORKING?	DOES ALL TRAFFIC USE THE STABILIZED ENTRANCE TO THE SITE?	ARE ASSOCIATED DRAINAGE STRUCTURES WORKING?
---	--	--	--

MAINTENANCE REQUIRED FOR CONSTRUCTION ENTRANCE:

TO PERFORMED BY: _____ ON OR BEFORE: _____

OTHER CONTROLS - DEVELOP SITE SPECIFIC TABLES AS NEEDED

FOR ALL STABILIZATION MEASURES, STRUCTURAL, AND NON-STRUCTURAL CONTROLS
CHANGES/CORRECTIONS REQUIRED IN POLLUTION PREVENTION PLAN:

REASONS FOR CHANGES:

INSPECTOR'S SIGNATURE: _____ DATE: _____

STORMWATER POLLUTION PREVENTION PLAN

INSPECTION AND MAINTENANCE REPORT

MAINTENANCE REQUIRED FOR CONCRETE BASIN(S) & OUTFALLS:

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

STRUCTURAL CONTROLS - SILT FENCE(S)

FROM	TO	IS THE BOTTOM OF THE FABRIC STILL BURIED?	IS THE FABRIC IN GOOD CONDITION?	HOW DEEP IS THE SEDIMENT?
------	----	---	--	------------------------------

MAINTENANCE REQUIRED FOR THE SILT FENCE (S):

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

STORMWATER POLLUTION PREVENTION PLAN

INSPECTION AND MAINTENANCE REPORT

STRUCTURAL CONTROLS - EARTH DIKES(S)

FROM	TO	IS DIKED STABILIZED?	IS THERE EVIDENCE OF WASH-OUT OR OVERTOPPING?
------	----	----------------------	--

MAINTENANCE REQUIRED FOR THE EARTH DIKE(S):

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

-- End of Section --

SECTION 01770

CONTRACT CLOSEOUT

11/1999

AMENDMENT NO. 0002

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

MILITARY SPECIFICATIONS (MIL)

MIL-M-9868E Microfilming of Engineering Data, 35mm,
Requirements For

TRI-SERVICE CADD/GIS TECHNOLOGY CENTER (TSC)

TSC-01 A/E/C CADD Standard Manual (Current
Release as of Contract Award date)

U.S. ARMY CORPS OF ENGINEERS (COE)

COE-02 ARCHITECTURAL AND ENGINEERING INSTRUCTIONS
MANUAL (SWD-AEIM), Southwestern Division
(Current issue as of Contract Award date)

1.2 PAYMENT

Contract closeout activities such as, but not limited to, operation and maintenance manuals, record drawings, warranty requirements, equipment warranty identification tags, and inventories, payrolls, and shop drawing submittals, are subsidiary activities of the contract work; separate payment will not be made for any activity unless otherwise specified. Final contract payment will not be made until completion and approval of all contract closeout activities.

1.3 HVAC TESTING

The HVAC Testing that the Contractor schedules after substantial completion pursuant to paragraph entitled "Testing of Heating and Air-Conditioning Systems" of Section 01000 CONSTRUCTION SCHEDULE has a value to the Government of 10 percent of the value of the equipment to be tested. The Contractor shall reserve that amount to be paid on any equipment that will require testing after substantial completion pursuant to the above referenced specification paragraph.

1.4 OPERATION AND MAINTENANCE MANUALS

The Contractor shall be responsible for the preparation, coordination, execution and submittal of all operation and maintenance manuals (O & M Manuals), including spare parts lists, special tools, inventories of

equipment manuals and maintenance instructions, and shall conduct all training for operating and service personnel. Operation and maintenance manuals shall cover all system installations provided in this contract and shall be in sufficient detail to facilitate normal maintenance and troubleshooting by persons with minimum experience with the installed equipment.

1.4.1 Submittal Requirements

All of the above listed items required in the technical specifications shall be submitted to the Contracting Officer not less than 90 days prior to the scheduled contract completion date. Fully developed and approved operation and maintenance manuals shall be provided 30 days prior to scheduling training for operating and service personnel. The Contractor shall coordinate the content of each instruction period required in the technical specifications with the Contracting Officer's Representative prior to the actual start of the training period.

1.4.1.1 Video taping of Training for Operating and Service Personnel

Each instruction or training period as discussed above, shall be video taped in VHS FORMAT by the Contractor. The taping shall include the entire session(s). The original video tape(s) shall be labeled and turned over to the Contracting Officer. The video camera and tapes utilized by the Contractor, shall be of a quality to enable clear and understandable playbacks of the recorded events.

1.4.1.2 Draft O & M Manuals

On those systems where complete and comprehensive operation and maintenance manuals cannot be fully developed until the system(s) is checked, tested, and/or balanced, and the checking, testing, and/or balancing has not been done when submittals are required, a proposed draft of those system manual(s) shall be submitted. 10 percent of the each subsequent scheduled progress payment will be retained until the complete O & M Manuals submittal package have been submitted and approved. Submit fully developed O & M Manuals of the drafts for approval after the systems have been checked, tested, and/or balanced.

1.4.1.3 Commencement of Warranty of Construction

Failure to submit all specified O & M manuals, spare parts listings, spare parts, special tools, inventories of installed property, and training video tapes in a timely manner will be considered as delaying substantial completion of the work. Commencement of warranty under the Contract Clause WARRANTY OF CONSTRUCTION will not occur until all these items are delivered and approved by the Contracting Officer, but not earlier than the date of final acceptance of the work by the Government. When the O & M Manuals with drafts are approved they will not constitute a reason for delaying the start of the warranty period.

1.4.2 Government Possession of Work

The Government may take possession of any completed or partially completed work as provided for under Contract Clause entitled "USE AND POSSESSION PRIOR TO COMPLETION." If the installed equipment and/or systems thereto, have not been accepted by the Government due to the Contractor's failure to

submit the above specified items, the Contractor shall operate and maintain such plant or system at no additional cost to the Government until such time that the specified items have been received, approved and any subsequent testing, check-out and/or training has been completed.

(Amend #2)

1.4.3 Field O & M Training.

The contractor shall conduct training courses for operating and maintenance personnel as designated in the technical specifications and as designated by the Contracting Officer. Each training session shall be provided for a period of 8 hours of a normal work day and shall be conducted only on Tuesday, Wednesday, or Thursday. Training shall start after the system is fully complete and prior to the final inspection. All O & M Instruction manuals must be approved prior to the training and be made available at the training. The field instruction shall cover all of the items contained in the approved O & M Instructions. Field O & M training shall be videotaped in accordance with paragraph 1.4.1.1. The videotape shall be submitted by ENG Form 4025.

1.4.3.1 As a minimum, training sessions will be held for the following specification sections: 13110; 13202, 13805, 13815, 13930, 13935, 14210, 14630, 15050, 15060, 15653, 15895, 15488, 15565, 15569, 15650, 15653, 15895, 15488, 15565, 15569, 15650, 15653, 15895, 15899, 15940, 15940, 15950, 15970, 15995, 16262, 16263, 16265, 16370, 16375, 16415, 16526, 16527, 16528, 16770, & 16781.

1.4.3.2 Fire Department Field O & M Training. Training sessions for Sections 13851, 13930, 13935 shall be repeated for the two each work shifts. Each complete training session shall be scheduled on each of two consecutive work days.

1.5 PREPARATION AND SUBMISSION OF OPERATION AND MAINTENANCE MANUALS

This paragraph establishes general requirements for the preparation and submission of equipment operating, maintenance, and repair manuals as called for in the various sections of the specifications. Specific instruction(s) relating to a particular system or piece of equipment shall be incorporated into the manuals in accordance with the applicable technical specification.

1.5.1 General Requirements

1.5.1.1 Hard Cover Binders

The manuals shall be permanently bound and have a hard cover. The following identification shall be inscribed on the cover: the words "EQUIPMENT OPERATING, MAINTENANCE, AND REPAIR MANUAL:" and the name, building number, location, and indication of utility or systems covered. Manuals shall be approximately 216 mm by 279 mm (8-1/2 by 11 inches) with large sheets folded in and capable of being easily pulled out for reference. All manuals for a single facility must be similar in appearance.

1.5.1.2 Warning Page

A warning page shall be provided to warn of potential dangers (if they

exist), such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, or high pressures. The warning page shall be placed inside the front cover, in front of the title page.

1.5.1.3 Title Page

The title page shall show the name of the preparing firm (designer or contractor) and the date of publication.

1.5.1.4 Table of Contents

Provide in accordance with standard commercial practice.

1.5.2 Equipment Operating, Maintenance, and Repair Manuals

1.5.2.1 General

Separate manuals shall be provided for each utility system as defined hereinafter. Manuals shall be provided in the number of copies specified in the applicable technical section. Manuals shall include, in separate sections, the following information for each item of equipment:

- a. Performance sheets and graphs showing capacity data, efficiencies, electrical characteristics, pressure drops, and flow rates. Marked-up catalogs or catalog pages do not satisfy this requirement. Performance information shall be presented as concisely as possible and contain only data pertaining to equipment actually installed.
- b. Catalog cuts showing application information.
- c. Installation information showing minimum acceptable requirements.
- d. Operation and maintenance requirements. Include adequate illustrative material to identify and locate operating controls, indicating devices and locations of areas or items requiring maintenance.
 - (1) Describe, in detail, starting and stopping procedures for components, adjustments required to obtain optimum equipment performance, and corrective actions for malfunctions.
 - (2) Maintenance instructions describing the nature and frequency of routine maintenance and procedures to be followed. Indicate any special tools, materials, and test equipment that may be required.
- e. Repair information including diagrams and schematics, guidance for diagnosing problems, and detailed instructions for making repairs. Provide troubleshooting information that includes a statement of the indication or symptom of trouble and the sequential instructions necessary. Include test hookups to determine the cause, special tools and test equipment, and methods for returning the equipment to operating conditions. Information may be in chart form or in tabular format with appropriate headings.
- f. Parts lists and names and addresses of closest parts supply agencies.
- g. Names and addresses of local manufacturers representatives.

1.5.2.2 Facility Heating Systems

Information shall be provided on the following equipment: Boilers, water treatment, chemical feed pumps and tanks, converters, heat exchangers, pumps, unit heaters, fin-tube radiation, air handling units (both heating only and heating and cooling), and valves (associated with heating systems).

1.5.2.3 Air-Conditioning Systems

Provide information on chillers, packaged air-conditioning equipment, towers, water treatment, chemical feed pumps and tanks, air-cooled condensers, pumps, compressors, air handling units, and valves (associated with air-conditioning systems).

1.5.2.4 Temperature Control and HVAC Distribution Systems

- a. Provide the information described for the following equipment:

Valves, fans, air handling units, pumps, boilers, converters, and heat exchangers, chillers, water cooled condensers, cooling towers, and fin-tube radiation.

- b. Provide all information described for the following equipment:

Control air compressors, control components (sensors, controllers, adapters, and actuators), and flow measuring equipment.

1.5.2.5 Central Heating Plants

Provide the information described for the following equipment: Boilers, converters, heat exchangers, pumps, fans, steam traps, pollution control equipment, chemical feed equipment, control systems, fuel handling equipment, de-aerators, tanks (flash, expansion, return water, etc.), water softeners, and valves.

1.5.2.6 District Heating Distribution Systems

Provide the information described for the following equipment: Valves, fans, pumps, converters and heat exchangers, steam traps, tanks (expansion, flash, etc.) and piping systems.

1.5.2.7 Exterior Electrical Systems

Information shall be provided on the following equipment: Power transformers, relays, reclosers, breakers, and capacitor bank controls.

1.5.2.8 Interior Electrical Systems

Information shall be provided on the following equipment: Relays, motor control centers, switchgear, solid state circuit breakers, motor controller, and EPS lighting systems, control systems (wire diagrams and troubleshooting flow chart), and special grounding systems.

1.5.2.9 Energy Management and Control System

The maintenance manual shall include descriptions of maintenance for all equipment, including inspection, periodic preventative maintenance, fault

diagnosis, and repair or replacement of defective components.

1.5.2.10 Domestic Water Systems

The identified information shall be provided on the following equipment: Tanks, unit process equipment, pumps, motors, control and monitoring instrumentation, laboratory test equipment, chemical feeders, valves, switching gear, and automatic controls.

1.5.2.11 Wastewater Treatment Systems

The identified information shall be provided on the following equipment: Tanks, unit process equipment, pumps, motors, control and monitoring instrumentation, laboratory test equipment, chemical feeders, valves, scrapers, skimmers, comminutors, blowers, switching gear, and automatic controls.

1.5.2.12 Fire Protection Systems

Information shall be provided on the following equipment: Alarm valves, manual valves, regulators, foam and gas storage tanks, piping materials, sprinkler heads, nozzles, pumps, and pump drivers.

1.5.2.13 Fire Detection Systems

The maintenance manual shall include description of maintenance for all equipment, including inspection, periodic preventive maintenance, fault diagnosis, and repair or replacement of defective components.

1.5.2.14 Plumbing Systems

Information shall be provided on the following equipment: Water heaters, valves, pressure regulators, backflow preventors, piping materials, and plumbing fixtures.

1.5.2.15 Liquid Fuels Systems

Information shall be provided on the following equipment: Tanks, automatic valves, manual valves, filter separators, pumps, mechanical loading arms, nozzles, meters, electronic controls, electrical switch gear, and fluidic controls.

1.5.2.16 Cathodic Protection Systems

Information shall be provided on the following material and equipment: Rectifiers, meters, anodes, anode backfill, anode lead wire, insulation material and wire size, automatic controls (if any), rheostats, switches, fuses and circuit breakers, type and size of rectifying elements, type of oil in oil-immersed rectifiers, and rating of shunts.

1.5.2.17 Miscellaneous Systems

Information shall be provided on the following: Communication and ADP systems, security and intrusion alarm, elevators, material handling, active solar, photovoltaic, and other similar type special systems not otherwise specified.

1.6 RECORD DRAWINGS

Record drawings shall be a record of the construction as installed and completed by the Contractor. They are a record of all deviations, modifications, or changes from contract set of drawings, however minor, which were incorporated in the work. They include all the information shown on the contract set of drawings, any Contractor-original drawings, all additional work not appearing on the contract drawings, and all changes which are made after final inspection of the contract work.

1.6.1 Contractor-Original Record Drawings

Contractor-original record drawings are those drawings drawn by the Contractor to further explain the Contract documents such as subcontractor submittals for fire protection/detection, communication, and other systems, and approved Contractor's solutions to problems. Submit these drawings as full-size reproducible sheets and CADD files. CADD files shall conform to the Working CADD file requirements specified in paragraph "Final Record Drawings."

1.6.2 Preliminary Record Drawings

The Contractor shall mark up both a reproducible set and a set of prints to show as-built conditions. These two sets, hereafter called preliminary record drawings, or singly, reproducibles or prints, shall be kept current and available on the jobsite at all times, except as noted below. For drawings contained within the Specifications, the Contractor shall mark up copies of these drawings to show as-built conditions; these copies will be considered the preliminary record drawings and shall be kept current and available on the jobsite at all times, except as noted below. A member of the Contractor's Quality Control Organization shall be assigned responsibility for the maintenance and currency of the preliminary record drawings. This assignment and any reassignment of duties concerning the maintenance of the record drawings shall be promptly reported to the Contracting Officer's representative for approval. All changes from the contract drawings which are made in the work or additional information which might be uncovered in the course of construction, including uncharted utilities, shall be accurately and neatly recorded as they occur by means of details and notes. All changes and/or required additions to the preliminary record drawings shall be clearly identified in a contrasting color and which is compatible with reproduction of the preliminary record drawings. Preliminary record drawings shall be updated by Friday of each week. During periods when the reproducibles are being copied and are therefore not available at the jobsite, the Contractor shall continue posting all required data to the prints. The Contractor shall minimize the time that the reproducibles are away from the jobsite and shall update them with all as-built data immediately upon their return. The preliminary record drawings will be jointly inspected for accuracy and completeness by the Contracting Officer's representative and the assigned representative of the Contractor's Quality Control Organization prior to submission of each monthly pay estimate. See paragraph, "Withholding for Preliminary Record Drawings." The record drawings shall show the following information, but not be limited thereto:

a. The location and description of utility lines or other installation of any kind or description known to or found to exist within the construction area. The location of exterior utilities includes actual

measured horizontal distances from utilities to permanent facilities/features. These measurements shall be within an accuracy range of 150 mm and shall be shown at sufficient points to permit easy location of utilities for future maintenance purposes. Measurements shall be shown for all change of direction points and all surface or underground components such as valves, manholes, drop inlets, cleanouts, meter, etc. The general depth range of each underground utility line shall be shown (i.e., 900 mm to 1200 mm in depth). The description of exterior utilities includes the actual quantity, size, and material of utility lines.

b. The location and size of all uncharted existing utilities encountered.

c. The location and dimensions of any changes within the building or structure.

d. Correct grade or alinement of roads, structures or utilities if any changes were made from contract drawings.

e. Correct elevations if changes were made in site grading.

f. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

g. The topography and grades of all drainage installed or affected as a part of the project construction.

h. Options

Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the record drawings.

1.6.2.1 Blue Line or Black Line Prints

Blue line or black line prints shall be full size. All blue or black line prints shall exhibit good readable print with clear, sharp, dark lines, and shall not be smeared, faded, double imaged, or have torn or ragged edges.

1.6.2.2 Prefinal Inspection For Each Item of Work

As part of the prefinal inspection for each item of work, the preliminary record drawings will be reviewed. They shall comply with this specification prior to scheduling the final inspection, and/or prior to substantial completion of the item of work.

1.6.2.3 Preliminary Record Drawing Final Submittal

Prior to scheduling the final acceptance inspection of the last or only bid schedule item of work, the preliminary record drawings shall be completed and delivered to the Contracting Officer's Representative for review and approval. If upon review, the drawings are found to contain errors and/or omissions, they will be returned to the Contractor for corrections. Failure of the Contractor to make timely delivery of the preliminary record drawings on any or all items of work will be cause for the Government to

delay substantial completion and to assess liquidated damages in accordance with the terms and conditions of the contract.

1.6.2.4 Withholding for Preliminary Record Drawings

Failure by the Contractor to maintain current and satisfactory preliminary record drawings in accordance with these requirements will result in withholding from progress payments 10 percent of the progress payment amount until such time as the record drawings are brought into compliance. This withheld amount will be indicated on monthly payment estimates until the Contractor has fulfilled these contract requirements.

1.6.2.5 Final Inspection

For each interim item of work, furnish a copy of the preliminary record drawings for that item, which the Contractor has reproduced from the approved preliminary record drawing reproducibles, to the Contracting Officer's representative at the time of final inspection for that item. At the time of final inspection on the last or only item of work, the Contractor shall deliver a copy of the complete set of the approved preliminary record drawings to the Contracting Officer's Representative.

1.6.2.6 Final Record Drawings

Upon approval of the preliminary record drawings, including the fire protection/detection shop drawings and other special drawings, the approved preliminary record drawings will be considered the final record drawings and both sets will be retained by the Contracting Officer.

1.6.3 Final Record Drawings

Upon approval of the preliminary record drawings, the Contracting Officer will return the approved preliminary record drawing prints back to the Contractor. The Contractor will then modify the CADD files as may be necessary to correctly show all the features of the project as it was constructed by bringing the contract set into agreement with the preliminary record drawings, including adding additional drawings and CADD files as may be necessary. The Contractor shall furnish the as-built drawings in the same file format as the Working CADD files. The Working CADD files will be furnished to the Contractor. The Working CADD files are in Autodesk's AutoCAD format. These CADD files are part of the permanent records of this project and the Contractor shall be responsible for the protection and safety thereof until returned to the Contracting Officer. Drawings, tracings, or CADD files damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at the Contractor's expense. CADD files will be audited by the Contracting Officer and for accuracy and conformance to the above specified drafting and CADD standards.

1.6.3.1 Drafting

Only personnel proficient in the preparation of engineering drawings and CADD shall be employed to modify the original contract drawings, prepare additional new drawings, and modify the CADD files. All modifications and new drawings shall conform to applicable requirements specified in the paragraph "CADD Standards." The Contractor shall ensure that all delivered CADD digital files and data (e.g., sheet files, model files, cell/block libraries) are compatible with the Government's target CADD system and

operating system, and adhere to the standards and requirements specified. The term "compatible" means that data is in native digital format i.e., .dgn (MicroStation) or .dwg (AutoCAD). It is the responsibility of the Contractor to ensure this level of compatibility.

1.6.3.2 CADD Standards

CADD drawings shall be prepared in accordance with the applicable general and discipline-specific provisions for drawing formats, level/layer assignments, line colors, line weights, and line types of the TSC-01 (Tri-Service A/E/C Standards) and the COE-02 ("SWD Architectural and Engineering Instruction Manual (AEIM)), Chapter VIII, "Drawings."

CADD standards are located at the following Web sites:

<http://tsc.wes.army.mil/html/standards/aec>

Seed/prototype files, containing the Government's preset standard metric/English settings can be downloaded from the Internet at the following address:

<http://www.swf.usace.army.mil/ed/stdshts.htm>

Digital model files containing the Government's standard metric/English border sheets can be downloaded from the Internet at the following address:

<http://www.swf.usace.army.mil/ed/stdshts.htm>

The Contractor shall submit a written request for approval of any deviations from the Government's established CADD standards. Deviations will not be permitted unless prior written approval of such deviations has been received from the Government.

1.6.3.3 Final Revisions

When final revisions have been completed, place the words "REVISED RECORD DRAWING," in letters at least 5 mm high, and the date of completion in the revision block above the latest existing revision notation on each drawing CADD file.

1.6.3.4 Border Sheets

The border sheet to be used for any new record drawings shall be the same as used on the original drawings.

1.6.3.5 Copies of the Final Record Drawings

Blue line or black line prints shall be full size. All blue or black line prints shall exhibit good readable print with clear, sharp, dark lines, and shall not be smeared, faded, double imaged, or have torn or ragged edges.

1.6.3.6 35mm Microfilm

35mm microfilm furnished by the Contractor shall meet the following requirements.

- (1) 35mm film negatives shall be produced from the drawings as

corrected to reflect as-built conditions, using a camera designed for micro-filming engineering drawings. Reduction ratio shall be between 1:29 and 1:30. Finished film image outside these limits will not be acceptable.

(2) Microfilm shall have a high-contrast emulsion capable of resolving at least 135 lines per mm, and shall be processed in accordance with manufacturer's standards. Film shall be processed and washed to meet archival standards for cleanliness of .005 mg of "hypo" per square inch.

(3) Finished microfilm negatives shall have a uniform background density of .8 to 1.1 as read on a standard transmission densitometer. Image lines shall not be blurred or "blocked up" so as to be individually indistinguishable. Negatives shall be capable of photographic enlargement up to the original size of the drawing without appreciable loss of definition as compared to the original drawing.

(4) Finished negatives shall be free of scratches, light paths, fogged areas, water marks and/or air bells.

(5) Film shall be mounted in standard aperture cards, 7-3/8" by 3-1/4", with the title block positioned in the upper left hand corner of the aperture and with the emulsion side of the film down.

(6) Each aperture card shall be identified with the following information typed or legibly written across the top of the card: (1) Name of installation; (2) Contract Number; (3) Plate or sequence number; (4) Title of job (first card only).

(7) 35mm aperture cards for the originals shall be prepared in accordance with MIL-M-9868E for the diazo copies.

(8) See attached sketch of sample aperture card.

1.6.3.7 Submittal Requirements

The Contractor shall submit to the Contracting Officer the final record drawings, consisting of two sets of full size blue line or black line prints and two sets of corrected CADD files on CD-ROM disks; verification that the CADD files have been loaded and work on the designated computer systems and are error- and virus-free; the approved preliminary blue lines; two sets of original (silver halide) aperture cards, and two sets of diazo copies of the 35mm aperture cards; and all required reproduced items. All paper prints, reproducible drawings, aperture cards, and CADD files will become the property of the Government.

1.6.4 Post-Record Drawing Work

In event the Contractor accomplishes additional work which changes the as-built conditions of the facility after submission of the record drawings, the Contractor shall furnish revised and/or additional drawings and CADD files, as required to depict as-built conditions. The requirements for these additional drawings, including CADD files, will be the same as for the record drawings included in the original submission.

1.6.5 Payment for Final Record Drawings

The amount listed for Final Record Drawings in the Bidding Schedule will be paid to the Contractor upon the Contracting Officer's acceptance of the completed record drawings.

1.7 ADDITIONAL WARRANTY REQUIREMENTS

The warranty requirements specified in this paragraph are in addition to those specified in the Contract Clause WARRANTY OF CONSTRUCTION in Section 00700 CONTRACT CLAUSES.

1.7.1 Performance Bond

It is understood that the Contractor's Performance Bond will remain effective throughout the life of all warranties and warranty extensions. This paragraph is applicable to the Contractor's Warranty of Construction only and does not apply to manufacturers' warranties on equipment, roofing, and other products.

(a) In the event the Contractor or the Contractor's designated representative fails to commence and diligently pursue any work required under the Warranty of Construction Paragraph within a reasonable time after receipt of written notification pursuant to the requirements thereof, the Contracting Officer shall have a right to demand that said work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Contracting Officer shall have the work performed by others, and after completion of the work, shall make demand for reimbursement of any or all expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

(b) Warranty repair work which arises to threaten the health or safety of personnel, the physical safety of property or equipment, or which impairs operations, habitability of living spaces, etc., will be handled by the Contractor on an immediate basis as directed verbally by the Contracting Officer or the Contracting Officer's authorized representative. Written verification will follow verbal instructions. Failure of the Contractor to respond as verbally directed will be cause for the Contracting Officer or the Contracting Officer's authorized representative to have the warranty repair work performed by others and to proceed against the Contractor as outlined in the paragraph (a) above.

1.7.2 Pre-Warranty Conference

Prior to contract completion and at a time designated by the Contracting Officer or Contracting Officer's authorized representative, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of Contract Clause WARRANTY OF CONSTRUCTION. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer or Contracting Officer's authorized representative for the execution of the construction warranty shall be established/reviewed at this meeting.

In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor will furnish the

name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This single point of contact will be located within the local service area of the warrantied construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of Contractor's responsibilities in connection with Contract Clause WARRANTY OF CONSTRUCTION.

1.7.3 Equipment Warranty Identification Tags

The Contractor shall provide warranty identification tags on all equipment installed under this contract. Tags and installation shall be in accordance with the requirements of Paragraph: EQUIPMENT WARRANTY IDENTIFICATION TAGS.

1.7.4 Contractor's Response to Warranty Service Requirements

The following warranty service requirements are applicable to contracts for Fort Hood and will supersede requirements listed in Paragraph: Warranty of Construction. Following notification by the Contracting or the Contracting Officer's Representative the Contractor shall respond to a warranty service requirement identified by the Contracting Officer's Representative in accordance with the "Warranty Service Priority List" of this program. This list prioritizes warranty work into the categories:

First Priority 1A Perform on site inspection to evaluate situation, determine course of action, initiate work within 24 hours and work continuously to completion or relief.

Second Priority 1B Perform on site inspection to evaluate situation, determine course of action, initiate work within 48 hours and work continuously to completion or relief.

Third Priority All other work to be initiated within 5 work days and work continuously to completion or relief.

The "Warranty Service Priority List" is as follows:

1A Air Traffic Control and Air Navigation Systems and Equipment.

1A Air Conditioning System

- a. Hospital.
- b. Buildings with computer equipment.
- c. Commissary and Main PX.
- d. Clubs.
- e. Barracks, mess halls, BOQ/BEQ (entire building down).
- f. Troop medical and dental.

1B Air Conditioning Systems

- a. Recreational support.
- b. Air conditioning leak in part of building, if causing damage.
- c. Admin buildings with ADP equipment not on priority list.

1A Doors

- a. Overhead doors not operational.
- 1A Electrical
 - a. Power failure (entire area or any building operational after 1600 hours).
 - b. Traffic control devices.
 - c. Security lights.
- 1B Electrical
 - a. Power failure (no power to a room or part of building).
 - b. Receptacle and lights.
 - c. Fire alarm systems.
- 1A Gas
 - a. Leaks and breaks.
 - b. No gas to family housing unit or cantonment area.
- 1A Heat
 - a. Hospital/Medical facilities.
 - b. Commissary and Main PX.
 - c. Clubs.
 - d. Area power failure affecting heat.
- 1B Heat
 - a. Medical storage.
 - b. Barracks.
- 1A Intrusion Detection Systems
 - Finance, PX and Commissary, and high security areas.
- 1B Intrusion Detection Systems
 - Systems other than priority 1A.
- 1A Kitchen Equipment
 - a. Dishwasher.
 - b. All other equipment hampering preparation of a meal.
- 1B Kitchen Equipment
 - All other equipment not in priority 1A.
- 1B Plumbing
 - a. Flush valves.
 - b. Fixture drain, supply line commode, or water pipe leaking.
 - c. Commode leaking at base.
- 1A Refrigeration
 - a. Commissary.
 - b. Mess hall.
 - c. Cold storage.
 - d. Hospital.
 - e. Medical storage.
- 1B Refrigeration
 - Mess hall - other than walk-in refrigerators and freezers.
- 1A Roof Leaks
 - Temporary repairs will be made where major damage to

property is occurring.

- 1B Roof Leaks
 - Check for location of leak during rain to be repaired on priority 2 (major damage to property is not occurring).
- 1A Swimming Pools
 - Chlorine leaks or broken pumps.
- 1A Tank Wash Racks (Bird Baths)
 - All systems which prevent tank wash.
- 1A Water (Exterior)
 - Normal operation of water pump station.
- 1B Water (Exterior)
 - No water to facility.
- 1A Water, Hot (and Steam)
 - a. Hospitals.
 - b. Mess halls.
 - c. BOQ, BEQ, barracks (entire building).
 - d. Medical and dental.
- 1B Water, Hot
 - No hot water in portion of building listed in priority 1A (items a through c).
- 1A Sprinkler System
 - All sprinkler systems, valves, manholes, deluge systems, and air systems to sprinklers.

Should parts be required to complete the work and the parts are not immediately available the Contractor shall have a maximum of 12 hours after arrival at the job site to provide the Contracting Officer's Representative with firm written proposals for emergency alternatives and temporary repairs for Government participation with the Contractor to provide emergency relief until the required parts are available on site for the Contractor to perform permanent warranty repair. The Contractor's proposals shall include a firm date and time that the required parts shall be available on site to complete the permanent warranty repair. The Contracting Officer's Representative will evaluate the proposed alternatives and negotiate the alternative considered to be in the best interest of the Government to reduce the impact of the emergency condition. Alternatives considered by the Contracting Officer's Representative will include the alternative for the Contractor to "Do Nothing" while waiting until the required parts are available to perform permanent warranty repair. Negotiating a proposal which will require Government participation and the expenditure of Government funds shall constitute a separate procurement action by the using service.

1.8 EQUIPMENT WARRANTY IDENTIFICATION TAGS

1.8.1 General Requirements

The Contractor shall provide warranty identification tags on all Contractor

and Government furnished equipment which he has installed.

1.8.1.1 Tag Description and Installation

The tags shall be similar in format and size to the exhibits provided by this specification, they shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure-sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

1.8.1.2 Sample Tags

Sample tags shall be submitted to the Contracting Officer's Authorized Representative for review and approval. These tags shall be filled out representative of how the Contractor will complete all other tags.

1.8.1.3 Tags for Warranted Equipment

The tag for this equipment shall be similar to the following. Exact format and size will be as approved by the Contracting Officer's Authorized Representative. The Contractor warranty expires (warranty expiration date) and the final manufacturer's warranty expiration dates will be determined as specified by the Paragraph "WARRANTY OF CONSTRUCTION."

EQUIPMENT WARRANTY CONTRACTOR FURNISHED EQUIPMENT	
MFG _____	MODEL NO. _____
SERIAL NO. _____	
CONTRACT NO. _____	
CONTRACTOR NAME _____	
CONTRACTOR WARRANTY EXPIRES _____	
MFG WARRANTY(IES) EXPIRE _____	

EQUIPMENT WARRANTY GOVERNMENT FURNISHED EQUIPMENT	
MFG _____	MODEL NO. _____
SERIAL NO. _____	
CONTRACT NO. _____	
DATE EQUIP PLACED IN SERVICE _____	
MFG WARRANTY(IES) EXPIRE _____	

1.8.1.4 Duplicate Information

If the manufacturer's name (MFG), model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag.

1.8.2 Execution

The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment. The Contractor will schedule this activity in the Contractor progress reporting system. The final acceptance inspection is scheduled based upon notice from the Contractor, thus if the Contractor is at fault in this inspection being delayed, the Contractor will, at the Contractor's own expense, update the in-service and warranty expiration dates on these tags.

1.8.3 Payment

The work outlined above is a subsidiary portion of the contract work, and has a value to the Government approximating 5% of the value of the Contractor furnished equipment. The Contractor will assign up to that amount, as approved by the Contracting Officer's Authorized Representative.

1.8.4 Equipment Warranty Tag Replacement

Under the terms of this contract, the Contractor's warranty with respect to work repaired or replaced shall run for one year from the date of repair or replacement. Such activity shall include an updated warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be identical to the original tag, except that the Contractor's warranty expiration date will be one year from the date of acceptance of the repair or replacement.

1.9 INVENTORY OF CONTRACTOR FURNISHED AND INSTALLED EQUIPMENT

A list of equipment or units of equipment that require electrical power or fuel, or may require removal or replacement such as AHUs, fans, air conditioners, compressors, condensers, boiler, thermal exchangers, pumps, cooling towers, tanks, fire hydrants, sinks, water closets, lavatories, urinals, shower stalls, and any other large plumbing fixtures, light fixtures, etc., shall be made and kept up to date as installed. The list shall be reviewed periodically by the Government to insure completeness and accuracy. Partial payment will be withheld for equipment not incorporated in the list. List shall include on each item as applicable: Description, Manufacturer, Model or Catalog No., Serial No., Input (power, voltage, BTU, etc.), Output (power, voltage, BTU, tons, etc.), Size or Capacity (tanks), and net inventory costs; any other data necessary to describe item and shall list all warrantors and warranty periods for each item of equipment. Final list shall be turned over to the Authorized Representative of the Contracting Officer at the time of the Contractor's quality control completion inspection.

1.10 INVENTORY OF GOVERNMENT FURNISHED CONTRACTOR INSTALLED EQUIPMENT (GF/CI)

A list of all GFE shall be developed starting with equipment items listed in Section 01640 GOVERNMENT FURNISHED PROPERTY; and updated as necessary to reflect contract changes. Equipment items will be as defined under inventory of Contractor furnished equipment above and the list shall include, on each item, as applicable, the same information. The final list shall be turned over to the Contracting Officer's Representative, at the time of the Contractor's quality control inspection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

SECTION 02383

RIPRAP

AMENDMENT NO. 0002

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CORPS OF ENGINEERS, HANDBOOK FOR CONCRETE AND CEMENT

CRD-C 137	Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
CRD-C 144	Method of Testing Stone for Resistance to Freezing and Thawing

CORPS OF ENGINEERS, ENGINEERING MANUAL

EM 1110-2-1906	(30 Nov 1970) Laboratory Soils Testing
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AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 88	(1990) Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 127-80	(1988; R 1993) Specific Gravity and Absorption of Coarse Aggregate
ASTM C 131-81	(1996) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-08, Statements

Designation of Source of Materials; GA.

The Contractor shall designate in writing the source(s) from which it is proposed to furnish materials for riprap and bedding.

SD-09, Reports

Reports of Quality Control; GA.

The Contractor shall inspect, and certify compliance with contract requirements of all materials and operations.

SD-13, Certificates

Materials; GA.

The Contractor shall submit certificate(s) of compliance from the material supplier certifying that the materials furnished for riprap and bedding under this specification comply with the quality requirements.

PART 2 PRODUCTS

2.1 MATERIAL

2.1.1 General

Materials shall be durable stone as approved by the Contracting Officer's Representative. Gypsum, anhydrite, chert, shale, and soft or weathered rock will not be approved. The Contractor shall, at least 90 days in advance of planned placement, designate in writing the source or sources from which he proposes to furnish materials. Suitable test results and service records will be used to determine the acceptability of the materials as to quality. In the event that recent quality evaluation test reports and a service record that are acceptable to the Contracting Officer's Representative are not available, the materials shall be subjected to such tests described below as are necessary to determine its acceptability for use in the work. Quality evaluation tests will be made by the Government and at its expense. When tests are required, suitable test samples of riprap and bedding shall be obtained by the Contractor under the direct supervision of the Contracting Officer, and submitted for approval testing by shipping to the Contracting Officer's designated testing laboratory. Costs of shipping or delivery of test samples will be at the expense of the Contractor. Test samples shall be submitted at least 60 days in advance of the time when the placing of the stone protection is expected to begin. Stone materials shall not be delivered to the site of the work prior to approval of the test samples. The total overall weight of the sample of riprap shall approximate 450 kg/454 kg and representative pieces shall weigh not more than 45 kg/45 kg. The Contractor shall designate in writing only one source or one combination of sources from which he proposes to furnish stone materials. The maximum number of stone quality tests that will be conducted at Government expense will be one (1). The costs of any additional tests shall be borne by the Contractor.

2.1.2 Construction Material Sources

Materials for riprap meeting the quality requirements of this specification have been produced in the past by the sources listed hereinafter.

Source	Type of Material	Producer and Location
--------	---------------------	-----------------------

Arc Spur	Limestone	Texas Industries, Inc., Arlington, Texas, produces from a quarry located 10 kilometers north of Bridgeport, Texas.
Georgetown	Limestone	Texas Crushed Stone Co., Austin, TX, produces from a quarry located 5 kilometers south of Georgetown, TX.
Ardmore	Limestone	Dolese Bros, Co., Okla. City, OK, produces from Davis quarry located 11 kilometers northeast of Ardmore, OK.
Bridgeport	Limestone	Lone Star Cement Corp., Houston, Tx., produces limestone from a quarry located 19 kilometers SW of Weatherford, Tx.

2.1.3 Quality of Stone for Riprap

Stone for riprap shall be durable and of a suitable quality to insure permanence in the structure and in the climate in which it is to be used. It shall be free from cracks, seams, and other defects that would tend to increase unduly its deterioration from natural causes. The inclusion of objectionable quantities of dirt, sand, clay, and rock fines will not be permitted.

2.1.4 Tests for Quality

Tests to which the materials may be subjected include petrographic analysis, specific gravity, abrasion, absorption, wetting and drying, freezing and thawing, and such other tests as may be considered necessary to demonstrate to the satisfaction of the Contracting Officer's Representative that the materials are acceptable for use in the work. Tests and test values listed below are for job controls of stone and will be used to help determine the acceptability (as to quality) of riprap being produced.

2.1.4.1 Weight and Absorption

The minimum weight per solid cubic meter calculated from the bulk specific gravity (saturated surface-dry) of the sample determined in accordance with the procedure in ASTM C 127, shall be 68 040 grams . Absorption shall not exceed 6 percent by weight. Test samples shall be 38.1 mm to 63.5 mm (1-1/2 inches to 2-1/2 inches) in size.

2.1.4.2 Soundness (Magnesium Sulfate Test)

The loss of weight of stone after testing with five cycles of magnesium sulfate shall not exceed 15 percent. The tests shall be in accordance with the procedures designated in CRD-C 137 and ASTM C 88. The tests shall be performed on 38 mm to 64 mm size samples.

2.1.4.3 Resistance to Abrasions

Stone shall be subjected to the Los Angeles Abrasion Test (ASTM C 131) and shall show a loss in weight of not more than 40 percent after 500 revolutions.

PART 3 EXECUTION

3.1 GENERAL

The work under this section consists of furnishing all plant, labor, equipment and materials and performing all operations in connection with the construction of riprap. These materials shall be placed as shown on the drawings in accordance with the specifications and applicable drawings or as otherwise directed by the Contracting Officer.

3.2 FOUNDATION PREPARATION

Areas on which riprap is to be placed shall be trimmed and dressed to conform to cross sections shown on the drawings within an allowable tolerance of plus zero (0) or minus 50 mm /50 mm from the theoretical slope lines and grades. Where such areas are below the allowable minus tolerance limit, they shall be brought to grade by filling with compacted fill. Immediately prior to placing the riprap, the prepared base will be inspected by the Contracting Officer's Representative and no material shall be placed thereon until that area has been approved.

3.3 PLACEMENT OF RIPRAP

3.3.1 Thickness and Gradation

Stone for riprap shall be placed within the limits shown on the drawings or otherwise as directed by the Contracting Officer's Representative. Either boulders or quarried rock may be used as stone if conforming to the applicable requirements of Paragraph 4, MATERIAL as to quality. The riprap shall be reasonably well graded from the minimum size stone permitted to the maximum size stone permitted. Neither the breadth nor the thickness of any piece of stone shall be less than one-third of its length. During production, the stone shall be sampled and tested by the Contractor as often as deemed necessary by the Contracting Officer's Representative to determine if compliance with the gradation provisions of the specifications will be possible using the stone being produced. The Contractor shall provide all necessary equipment and labor for the taking, processing and weighing of representative samples, both at the source and in-place. The riprap shall be graded within the following limits (in-place):

Riprap Thickness	Maximum Size	90 Percent Size (1)	Average Size (2)	8 Percent Size (3)
(18 inches)	15 kg (35 lbs)	5.5-12.5 kg (12-27 lbs)	4-5 kg (7-10 lbs)	1-2 kg (5 lbs)

Notes:

(1) Defined as that size such that 90 percent of the stone, by weight, is smaller and 10 percent is larger.

(2) Defined as that size such that 50 percent of the total stone, by weight, is larger and 50 percent is smaller.

(3) Not more than 8 percent of the stone, by weight, shall consist of pieces weighing less than the weights shown.

3.3.2 Placement Procedures

The Contractor shall provide and set grade stakes transversely, and at points of grade change. A tolerance of plus zero (0) inches/mm to minus 100 mm from the riprap thickness shown on the drawings will be allowed in the finished surface of the riprap. The intent of these specifications is to require placement of riprap in a manner that will produce a well keyed and stable mass of rocks with a finished surface corresponding to, but not higher than, the lines and grades shown on the drawings. The larger rocks shall be well distributed and the entire mass of rocks in their final position shall conform to the gradation specified hereinbefore. The finished riprap shall be free from objectionable pockets of small rocks and clusters of larger rocks. The desired distribution of the various sizes of rocks throughout the mass shall be obtained by selective loading of the material at the quarry or other source; by controlled dumping of successive loads during final placing, or by other methods of placement which will produce the specified results. Rearranging of individual rocks by mechanical equipment and by hand will be required to the extent necessary to obtain a reasonably well graded distribution of rock sizes and within the placement tolerances as specified above.

3.3.2.1 Placement Procedures Required

- (1) Placement to full layer thickness in one operation in such a manner as to minimize segregation and avoid displacement of underlying materials;
- (2) the riprap shall be placed to full course thickness in one operation by means of truck, skip box, clam, rock-bucket, orange peel, or hydraulic excavator ("Gradall" or approved equal). No other method of placement shall be used without written approval of the Contracting Officer's Representative and the approval will be contingent on the Contractor's continued ability to provide an acceptable product;
- (3) riprap shall be placed up the slope from the toe;
- (4) The Contractor shall provide sufficient labor during placement for rearrangement of loose stone, "chinking" of void spaces or hand placement to comply with the end-product requirement of a well keyed and stable mass; and
- (5) the in-place riprap shall conform to the gradation specified.

3.3.2.2 Placement Procedures Not Permitted

- (1) Heavy tracked equipment on the riprap surface;
- (2) dumping of riprap at a higher elevation and rolling into place;
- (3) moving riprap by drifting and manipulating or leveling by means of dozer, dragline bucket or other blade equipment;
- (4) final finishing of the riprap with heavy plates or similar methods which would result in breakdown of the in-place riprap;
- (5) placing riprap by dumping into chutes or by similar methods likely

to cause segregation of the various sizes; and

(6) placing riprap in layers.

3.4 QUALITY CONTROL

3.4.1 Contractor Quality Control

The Contractor shall inspect and certify compliance with contract requirements, test if required, and record all inspections and required tests of all materials and operations, including, but not limited to the following:

- (1) Equipment
- (2) Materials
- (3) Construction methods
- (4) Line, grade, tolerance, and gradation

If tests indicate materials or workmanship not to be in conformance with the specifications, the materials shall be removed and replaced with materials meeting these specifications at no additional cost to the government. No material may be delivered to the work site prior to approval of tests and/or certifications.

3.4.2 In-Place Gradation Tests

It is the intent of this specification to rely on certifications for compliance with the required gradations. If, in the contracting officers opinion, the in-place riprap or bedding does not meet the specified requirements, one in-place gradation test shall be performed on the material. If the results of this in-place test determines the material is out of specification, the contractor shall remove and replace with correct material and shall receive no compensation for the in-place gradation test.

If the results of the test indicate that the material was in compliance, the test will be at government expense.

3.4.3 Riprap

If it is required, the Contractor shall use the following procedure in performing the gradation test on in-place riprap material under the direction of the Contracting Officer's Representative:

(1) The sample shall be taken by the Contractor at a location designated by the Contracting Officer. The sample shall consist of the full thickness of in-place finished riprap over a minimum area of 3,050 mm square. The Contractor shall provide all necessary labor, equipment and scales (sling type).

(2) Weigh and record results individually for each piece weighing over the specified eight (8) percent size.

(3) Weigh, collectively, all pieces weighing less than the specified eight percent size and record total weight of this size material.

(4) Calculate the cumulative percent passing and plot size in grams against the percent passing. Determine the average depth/thickness over which the sample was obtained.

(5) Report results on ENG Form 4055. If any tests on riprap materials indicate that the materials do not meet gradation requirements, the materials shall be reworked or replaced as directed with materials meeting the specified requirements.

-- End of Section --

SECTION 05550

BLAST DEFLECTOR

05/2000

AMENDMENT NO. 0002

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

STANDARDS DEVELOPMENT ORGANIZATION (ACRONYM)

ASTM A 123 (1989a) Zinc (Hot-Dip Galvanized) Coatings
on Iron and Steel Products

ASTM A 153 (1987) Zinc Coating (Hot-Dip) on Iron and
Steel Hardware

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

AASHTO M 218 (1982) Zinc Coated (Galvanized) Steel
Sheets for Culverts and Underdrains

SOCIETY OF AUTOMOTIVE ENGINEERS

SAE 1038 BOLTS

1.2 GENERAL REQUIREMENTS

Work covered under this section of the specifications consists of providing all plant, labor, equipment, appliances, and materials, and in performing all operations required to cover the fabrication and erection of a new nominal height Blast Deflector Fence as shown on the site layout drawings. Blast deflectors shall be the product of an experienced manufacturer of blast deflectors fences, regularly engaged in the manufacture of blast deflectors fences which have been in satisfactory use for a period of at least 2 years prior to bid opening.

The Contractor shall be responsible for the design of the deflectors, all errors of detailing and fabrication, for the correct fitting of structural members, and for the structural integrity of the blast deflector.

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Blast Deflector; GA.

Provide manufacturer's data on design of blast deflectors and their components, including fasteners and anchor bolts. This data shall incorporate size and structural properties of materials used

SD-04 Drawings

Blast Deflector ; GA

Detail drawings shall include fabrication and erection details, structural connections, and foundation details and design.

SD-09 Reports

Testing; GA

Full scale instrumented field test results. Test shall indicate pressures and temperature at the deflector, and shall show the exhaust is deflected as specified in paragraph 1.4 below. At the Contracting Officer's option, evidence of similar blast deflectors operating satisfactorily under given conditions may be submitted in lieu of testing.

SD-13 Certificates

Certificate of Guarantee; FIO

Certificate stating a 1-year guarantee on the materials and installation of the blast deflector shall be submitted by the manufacturer

Reports

Mill Test Reports; FIO

Certified copies of mill test reports for structural bolts, nuts, and other related structural steel items

1.4 DESCRIPTION

Based on tests and theoretical data previously developed, the jet blast deflector shall be 4.267 M. nominal height with a length as shown on the drawings. The blast deflector shall be capable of deflecting the taxi thrust blast of a C-5A type aircraft, with all four jet engines in taxi thrust power with the engine nozzles 76.20 M from the leading edge of the deflector. This produces a loading of 244.125 kilograms per square meter or velocity of 205.338 feet per second. The blast deflector shall be capable of deflecting the entire blast envelope upwards at a minimum angle of under no wind conditions. The Blast deflectors shall be Lynnco Type G14NB-6 as manufactured by Blast Deflectors, Inc. or approved equal. Vertical or near vertical blast deflectors shall not be used. Concrete deflectors shall not be used because of thermal shock and cavitation effects which result in cracking and spalling. The blast deflector shall be designed to withstand the prescribed blast loads without exceeding the allowable stress of the steel, and to prevent "oil-canning" of deflecting

material which leads to early fatigue failure.

1.5 DELIVERY AND STORAGE

Materials shall be delivered to the site in undamaged condition and stored off the ground in a well drained location, protected from damage, and easily accessible for inspection and handling

PART 2 PRODUCTS

2.1 BLAST DEFLECTOR

Blast deflector shall be Lynncor G14NB-6 as manufactured by Blast Deflectors, Inc., or approved equal. The deflector shall be of the curved, non-perforated, galvanized, corrugated type, with corrugations running in a horizontal direction. The blast deflector shall be furnished by an experienced manufacturer of blast fences, who shall be regularly and continuously engaged in the manufacture of jet blast deflectors

2.2 HEAT-TREATED BOLTS

All bolts subject to blast temperature shall be of type SAE 1038 steel, heat-treated

2.3 SELF-LOCKING NUTS

All nuts, except on anchor bolts, shall be of the all-steel, self-locking type to prevent loosening due to vibration.

2.4 FINISH

Blast deflectors and all support assemblies shall be receive a coat of primer coat of paint as specified below:

2.4.1 Fasteners

All bolts, nuts, and washers shall be galvanized in accordance with ASTM A 153

2.4.2 Structural Steel

All structural members, excluding corrugated sheet metal, shall be galvanized in accordance with ASTM A 123.

2.4.3 Corrugated Sheet Steel

Corrugated sheet steel shall be galvanized in accordance with AASHTO M 218.

Painting of galvanized surfaces is not required, but any galvanized surface which is badly scratched or marred shall be regalvanized or otherwise repaired to the satisfaction of the Contracting Officer.

PART 3 EXECUTION

3.1 INSTALLATION

Blast deflector shall be installed in accordance with approved detail drawings and manufacturer's specifications. All field connections shall be bolted connections. Burning of holes or gas cutting on any part of the blast deflector is not permitted. Welding shall not be used. All nuts and bolts shall be tightened to torques specified by the manufacture. Anchor bolts for anchorage to the foundation shall be standard with the manufacturer of the blast deflector.

3.2 TESTING

Certified test results demonstrating adequate performance of the blast deflectors subjected to the specified jet blast thrust class jet engines directed against the blast deflector at a distance not less than 250 feet from the nozzle to the leading edge of the deflector, shall be submitted for approval in lieu of testing.

-- End of Section --

SECTION 10880

SCALES

04/2000

AMENDMENT NO. 0002

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC 8329 (Jul 1986) Specification for Structural Joints Using A8TM A 325 or ASTM A 490 Bolts

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 159 (1983) Automotive Gray Iron Castings

ASTM A 325 (1988; Rev a) High-Strength Bolts for Structural Steel Joints

ASTM A 490 (1988; Rev a) Heat-Treated Steel Structural Bolts, 150 ksi Minimum Tensile Strength

ASTM A 668 (1985; Rev a) Steel Forgings, Carbon and Alloy, for General Industrial Use

ASTM B 438 (1983; Rev a) Sintered Bronze Bearings (Oil-Impregnated)

ASTM B 438 (1983) Iron-Base Sintered Bearings (Oil-Impregnated)

ASTM B 612 (1983) Iron-Bronze Sintered Bearings (Oil-Impregnated)

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

NIST H44 (1993 Edition) Class I, II, II Weighing Devices

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1 (1988) Structural Welding Code-Steel

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA ICS 2 (1983; Incl Rev 1 thru 5) Industrial

Control Devices, Controllers and Assemblies

NEMA ICS 6 (1988) Enclosures for Industrial Controls and Systems

NEMA MG 1 (1987; Rev 1) Motors and Generators

NATIONAL FIRE PROTECTION ASSOCIATION (NPPA)

NPPA 70 (1987; Errata; 1st Am 1987-1 thru Int Am 1987-6) National Electrical Code

UNDERWRIGHTS LABORATORIES, INC (UL)

UL 489 (Sep 15, 1986, 7th Ed; Rev thru Apr 13, 1988) Molded-Case Circuit Breakers and Circuit-Breaker Enclosures

1.2 GENERAL REQUIREMENTS

1.2.1 Standard Products

Materials and equipment shall be standard products of manufacturers regularly engaged in the fabrication of scales and shall essentially duplicate items which have been in satisfactory use for at least 2 years prior to bid opening. It is not the intent of the specification to prevent or limit qualified scale manufacturers from submitting a bid utilizing their standard product and design detail, even though it may differ from the specification as written.

1.2.2 Nameplates

Each major component of equipment shall have the manufacturer's name, address, type or style, model or catalog number, and serial number on a plate secured to the equipment.

1.2.3 Verification of Dimensions

The Contractor shall verify all dimensions in the field and shall advise the Contracting Officer of any discrepancy before performing any work.

1.2.4 Welding

Welding shall be in accordance with qualified procedures using AWS D14.1 as modified herein. All welding shall be performed indoors and the surface of parts to be welded shall be free from rust, scale, paint, grease or other foreign matter. Minimum preheat and interpass temperatures shall conform to the requirements of AWS D1.1. Welding shall be performed in accordance with written procedures which specify the Contractor's standard dimensional tolerances. Such tolerances shall not exceed those specified in accordance with AWS D1.1. Welding of frames and beams shall conform with AWS D1.1. Welders, welding operators and welding procedures shall be qualified or prequalified in accordance with AWS D1.1 in lieu of AWS D14.1.

1.3 DESIGN CRITERIA

The scales shall be designed to operate in the spaces and match the access

dimensions and clearances indicated.

1.3.1 Classification

The scales shall be designed and constructed to requirements for operation in nonhazardous environment and NIST H44, Class III for capacities indicated.

1.3.2 Rated Capacity and Speeds

The use and rated capacity of the scales shall be as follows.

TYPE	PPROXIMATE SIZE	CAPACITY
PALLET SCALE	3.66 M x 3.66 M	6,804 kg
VEHICLE SCALE	4.88 M x 21.641 M	113,400 kg

1.3.3 capacity Plates

Two capacity plates shall be provided, one for each side of the scale. Each plate shall be lettered to indicate the total rated weighing capacity of the scale. All lettering shall be of sufficient size to be easily read from the floor. Each lower load block shall be marked with the hoist rated capacity.

1.4 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Drawings

Detail Drawings; FIO

Detail drawings shall consist of a complete list of equipment and materials, including manufacturer's descriptive and technical literature, performance charts and curves, catalog cuts, and installation instructions. Detail drawings shall also contain complete wiring and schematic diagrams; and any other details required to demonstrate that the system has been coordinated and will Properly function as a unit. Drawings shall show proposed layout and anchorage of equipment and appurtenance", and equipment relationship to other parts of the work including clearances for maintenance and operation.

SD-09 Reports

Test Reports; FIO

Upon completion and testing of the installed system, test reports shall be submitted in booklet form showing all field tests performed to adjust each component and all field tests performed to prove compliance with the

specified performance criteria. The report shall include the information as required by paragraph "ACCEPTANCE TESTING".

SD-19 Operation and Maintenance Manuals

Operation and Maintenance Manuals; GA

Six copies of operation and six copies of maintenance manuals are required for the equipment furnished. One complete set shall be furnished prior to performance testing and the remainder shall be furnished upon acceptance. Manuals shall be approved prior to the field training course. Operating manuals shall detail the step-by-step procedures required for system startup, operation, and shutdown. Operating manuals shall include the manufacturer's name, model number, parts list, and brief description of all equipment and their basic operating features. Maintenance manuals shall list routine maintenance procedures, possible breakdowns and repairs, and troubleshooting guides. Maintenance manuals shall include piping and equipment layout and simplified wiring and control diagrams of the system as installed.

Posted Instructions; FIO

Framed instructions under glass or in laminated plastic, including wiring, electrical and control diagrams showing the complete layout of the entire system shall be posted where directed. Proposed diagrams, instructions, and other sheets shall be submitted prior to posting. The framed instructions shall be posted before acceptance testing of the systems.

SD-18 Records

Scale Test Details; FIO

Scale test data shall be recorded on appropriate test record forms suitable for retention for the life of the scale.

SD-01 Spare parts Data

Spare Parts Data; FIO

After approval of the detail drawings and not later than 2 months prior to the date of beneficial occupancy, the Contractor shall furnish spare parts data for each different item of material and equipment specified. The data shall include a complete list of parts and supplies, with current unit prices and source of supply.

1.5 DELIVERY AND STORAGE

Equipment delivered and placed in storage shall be stored with protection from the weather, humidity and temperature variations, dirt and dust, or other contaminants.

PART 2 PRODUCTS

2.1 [Enter Appropriate Subpart Title Here] 2.1.1 [Enter Appropriate Subpart Title Here] 2.1.1.1 [Enter Appropriate Subpart Title Here]
2.1.2 [Enter Appropriate Subpart Title Here] 2.1.2.1 [Enter Appropriate Subpart Title Here]

2.1.3 [Enter Appropriate Subpart Title Here]

2.2 PALLET SCALE

2.2.1 General Provisions

2.2.1.1 Installation

Furnish and install one steel platform Pallet scale and associated electronic controls. Include junction boxes, load cells, load cell mounting hardware. Control shall be installed; mount on Pallet building column.

2.2.1.2 Weighing Surface

The scale shall have a clear and unobstructed weighing surface of not less than 3.66 m long and 3.66 m wide.

2.2.1.3 Weighing Elements

The scale shall be fully electronic in design and shall not incorporate any mechanical weighing elements, check rods, or check stays.

2.2.1.4 Performance

The scale shall be designed to perform as a single weighing platform and shall be of flat top design. Side rails are not acceptable.

2.2.1.5 Weighing Capacity

The scale shall have a gross weighing capacity of 6804 kg . The scale shall be designed to accept pallet which generate up to 4536 kg .

2.2.1.5 Calibration

The scale shall be calibrated to 6804 KG by 2.268 KG increments.

2.2.1.6 Conformance

The scale shall meet the requirements set forth by the current edition of the National Institute of Standards and Technology Handbook 44 (NIST H-44).

2.2.1.7 Design and Manufacture

The design and manufacture of the scale weigh bridge, load cells, digital instrument, printer, and associated accessories shall be of one manufacturer, or shall use only H-44 and NTEP certified components.

2.2.1.8 Spare Parts and Prices

The manufacturer shall provide with the bid proposal a listing of major spare parts and their prices including (but not limited to) replacement load cells, digital instrument and junction box circuit boards.

2.2.1.9 [Enter Appropriate Subpart Title Here]

2.2.2 Scale Foundation Requirements

2.2.2.1 Soil Bearing

The minimum soil bearing required shall be 14647.5 kg/m for a beam slab, and 14647.5 kg/m for a pit foundation. The buyer shall be responsible for determining whether or not the soil conditions are adequate.

2.2.2.2 Length and Width

The foundation shall extend the full length and width of the scale platform.

2.2.2.3 Clearance

The foundation shall provide a minimum of 0.61 m of clearance to the pallet building columns. Location of the pallet scale is shown on the drawings.

2.2.2.4 Height

The foundation must be higher than surrounding grade to promote drainage away from the scale. Elevation of the scale platform shall be as shown on the site Grading Plan and scale pit details.

2.2.2.5 Concrete Construction

The foundation shall be poured and constructed of concrete with a minimum strength of 210.9 kg/sq.cm at a 28-day cure with 5 to 7 percent air entrainment.

2.2.2.6 Reinforcement

The foundation shall be reinforced in all load bearing areas.

2.2.2.7 Drainage

The foundation shall be constructed to provide positive drainage away from its center to a sump. The sump shall drain through a 150mm drain line to the nearest storm drain structure as shown on the layout and grading plans.

2.2.2.8 Approach

The approach on each end and the sides of the scale pit foundation shall adjoin the new concrete pavement as shown on the Expansion Joint detail sht. C-33 of the drawings.

2.2.3 Specifications

2.2.3.1 Weighing Capacity

The scale platform shall be capable of weighing 3.05 m x 3.05 m Pallets that weigh up to 6804 kg.

2.2.3.2 Access

The weigh bridge shall be designed to allow access to the junction boxes, load cell cables, base plates, and all foundation anchor bolts from the top of the scale platform.

2.2.3.3 Mounting Assembly

The weigh bridge and load cell mounting assemblies shall be designed to allow installation or replacement of a load cell with at least 2.54 centimeter of clearance required between the top of the foundation and the bottom of the weigh bridge.

2.2.3.4 Field Welding

There shall be no field welding required for the installation of the scale.

2.2.4 Surface Preparation and Finish

2.2.4.1 Exterior Surfaces of Scale

All exterior surfaces of the scale shall have one coat of primer and two coats of epoxy finish, providing a total Dry Film Thickness of 0.1524 mm - 0.2032 mm . or an approved equal finish.

2.2.5 Load Cell Specifications

2.2.5.1 Capacity

Each load cell shall have a minimum capacity of 6804 kg 15,000 pounds and NTEP certified.

2.2.5.2 Conformance

Load cells shall be certified by NTEP and meet the specifications as set forth by NIST H-44 for Class IIIL devices. A Certificate of Conformance to these standards shall be provided by the manufacturer upon request.

2.2.5.3 Warranty

The load cell shall have a minimum five years warranty against defects in materials and workmanship. The warranty shall cover all costs associated with replacement parts and on-site labor.

2.2.5.4 Model

Load cells shall be or approved equal.

2.2.6 Scale Instrument

2.2.6.1 Conformance

The scale instrument shall be NTEP approved and meet or exceed the specifications set forth by NIST H-44 for Class II, III, and IIIL Devices. A Certificate of Conformance to these standards shall be provided by the manufacturer upon request.

2.2.6.2 Instrument Housing

The scale instrument shall be housed in a stainless steel enclosure which is suitable for exterior use. The instrument housing shall be metal and have a NEMA 4X environmental rating and mounted on Pallet building column.

2.2.6.3 Performance

The scale instrument shall be capable of performing calibration, span, zero, and shift adjustment through software calculations that require no in scale adjustment.

2.2.6.4 Prompting/Entry of Information

The scale instrument shall prompt the start-up personnel through all phases of set-up, calibration, and testing.

2.2.6.5 Communication

The scale instrument shall be capable of communicating with up to 12 pairs of digital load cell assemblies.

2.2.6.6 Digital Averaging

The scale instrument shall be capable of digitally averaging the weight information sent from the load cells and updating the instrument's weight display approximately 15 times per second.

2.2.6.7 Digital Information

The scale instrument shall only receive digital information from the junction box.

2.2.6.8 Identification and Weight Reading

The scale instrument shall be capable of assigning each load cell with its own unique identification number and shall be capable of displaying the weight reading of each individual load cell through the instrument without disconnecting any of the load cells from the system.

2.2.6.9 Weight Switching

The scale instrument shall have gross/net weight switching.

2.2.6.10 Calibration

The scale instrument shall be capable of being programmed and calibrated in pounds and kilograms.

2.2.6.11 [Enter Appropriate Subpart Title Here]

2.2.6.12 [Enter Appropriate Subpart Title Here]

2.2.6.13 Transaction Counter

The scale instrument shall have a transaction counter to automatically assign sequence numbers to transactions.

2.2.6.14 Output Information

The scale instrument shall output the following information:

- a. Gross, Tare, and Net Weight
- b. At least 10 Digit Numeric I.D.
- c. Transaction Counter
- d. Time and Date

2.2.6.15 Sign Corrected Net Weighing

The scale instrument shall be capable of being programmed for sign corrected net weighing so that all net weights are positive.

2.2.6.16 Keyboard Operations

The scale instrument shall have the following keyboard operations:

- a. 0-9 Numeric Keys
- b. Zero
- c. Clear
- d. Tare
- e. Gross/Net
- f. LB/KG
- g. I.D.
- h. Memory
- i. Function
- j. Enter
- k. Print

2.2.6.17 Motion

Tare, Zero, and Print functions shall be inhibited while the weight display is hanging. Motion detection shall be selectable for + /- 0.5 percent, +/- 1.0 percent, + /- 2.0 percent or +/- 3.0 percent increments.

2.2.6.18 Display

The scale instrument shall have a green-blue vacuum fluorescent display that is 1.27 cm high, six digit, and seven segment or similar manufacturers standard display.

2.2.6.19 UL/CSA Listed

The scale instrument shall be UL/CSA listed.

2.2.6.20 [Enter Appropriate Subpart Title Here]

2.2.7 [Enter Appropriate Subpart Title Here]2.2.7.1 Printing Capability

The printer shall be capable of printing all information sent from the scale instrument including:

- a. Gross, Tare, and Net Weights
- b. Time and Date
- c. Transaction Counter Number
- d. 12 Digit Numeric I.D.

2.2.7.2 [Enter Appropriate Subpart Title Here]

2.2.8 Junction Boxes and Cables

2.2.8.1 Construction

All junction boxes shall be NEMA 4X rated and constructed of stainless steel.

2.2.8.2 Inspection/Maintenance

Junction boxes shall be accessible for inspection and maintenance from the top of the scale platform.

2.2.8.3 Cables

Load cell and scale platform to scale instrument cables shall be stainless steel sheathed for environmental and rodent protection.

2.2.9 Lightning Protection Specifications

A comprehensive lightning protection system shall be provided with the scale.

2.2.10 Warranty Requirements

2.2.10.1 Defects

All construction work and materials are warranted against defects in material or workmanship for a period of one year from the date of completion of all work. Contractor shall promptly correct any such defect appearing within the warranty period.

2.2.10.2 Scale Assembly

The scale manufacturer shall warrant the scale assembly including all load cells, scale instrument, printer, junction boxes, cables, and accessories for a period of twenty-four months from the date of installation from failures due to a defect in manufacturing, workmanship, lightning, or surge voltages.

2.2.10.3 Replacement Parts and Labor

The manufacturer shall bear the charges and expenses associated with replacement parts, equipment, on-site labor, and any associated freight or handling expenses incurred in the repair or replacement of the scale assembly due to failed or damaged items under warranty.

2.2.10.4 Extended Warranty

At any time during the twenty-four month warranty period, the scale's owner/operator shall have the option of extending this warranty coverage for up to a total of five years.

2.2.10.5 Regular Maintenance/Calibration Service

The manufacturer and/or its local representative shall present a program of regular maintenance and calibration service including the associated inspection costs. Inspection shall occur at a minimum of once every six

months and shall comply with the guidelines set forth by the manufacturer, local regulations, and NIST H-44.

2.3 CONCRETE PLATFORM VEHICLE SCALE

2.3.1 General Provisions

2.3.1.1 Installation

Furnish and install one concrete platform vehicle scale and associated electronic controls.

2.3.1.2 Weighing Surface

The scale shall have a clear and unobstructed weighing surface of not less than 21.64 meters long and 4.57 meters wide.

2.3.1.3 [Enter Appropriate Subpart Title Here]

2.3.1.4 Weighing Platform

The scale shall be designed to perform as a single weighing platform and shall be of flat top design. Side rails are not acceptable.

2.3.1.5 Weighing Capacity

The scale shall have a gross weighing capacity of 113.4 metric ton .

2.3.1.6 Calibration

The scale shall be calibrated to 90720 kg by 20 pound increments.

2.3.1.7 Construction

The junction boxes, load cells, load cell mounting hardware, cover bolts, and fasteners shall be constructed of stainless steel. The cables shall be stainless steel sheathed.

2.3.1.8 Conformance

The scale shall meet the requirements set forth by the current edition of the National Institute of Standards and Technology Handbook 44 (NIST H-44).

2.3.1.9 Design and Manufacture

The design and manufacture of the scale weigh bridge, load cells, digital instrument, printer, and associated accessories shall be of one manufacturer as to maximize compatibility and availability of components or shall use only H-44 and NTEP certified components.

2.3.1.10 Spare Parts and Prices

The manufacturer shall provide with the bid proposal a listing of major spare parts and their prices including (but not limited to) replacement load cells, digital instrument, printer, junction box circuit boards, and associated parts.

2.3.1.11 Capability

The scale shall be able to weigh axle type vehicles, track type vehicles (i.e. tanks), and treaded tire type vehicles. The scale shall be designed to weigh military vehicles weighing up to 113.4 metric tons .

2.3.2 Scale Foundation Requirements

The foundation shall meet all local requirements and the minimum specifications as stated in this section.

2.3.2.1 Soil Bearing

The minimum soil bearing required shall be 12,206.25 kg per square meter (psf)

2.3.2.2 Length and Width

The foundation shall extend the full length and width of the scale platform.

2.3.2.3 Clearance

The foundation shall provide a minimum of 7.62 cm of clearance to the weigh bridge.

2.3.2.4 Height

Elevation of the scale platform shall be as shown on the site Grading Plan and scale pit details.

2.3.2.5 Concrete Construction

The foundation shall be poured and constructed of concrete with a minimum strength of 219.9 kg/sq.m at a 28-day cure with 5 to 7 percent air entrainment.

2.3.2.6 Reinforcement

The foundation shall be reinforced in all load bearing areas.

2.3.2.7 Drainage

The foundation pit shall be constructed to provide positive drainage away from its center. Provide a 150mm dia. drain line from pit as shown on the drawings.

2.3.2.8 Approach

The approach on each end and the sides of the scale pit foundation shall adjoin the new concrete pavenemt as shown on the Expansion Joint detail sht. C-33 of the drawings.

2.3.3 Weigh bridge Specifications

2.3.3.1 Accessibility

The weigh bridge shall be designed to allow access to the junction boxes, load cell cables, base plates, and all foundation anchor bolts from the top of the scale platform.

2.3.3.2 Mounting Assemblies

The weigh bridge and load cell mounting assemblies shall be designed to allow installation or replacement of a load cell with only an additional 25.4 mm of clearance required between the top of the foundation and the bottom of the weigh bridge on pitless installations.

2.3.3.3 Connections

There shall be no bolted connections between the load cell and weigh bridge assemblies.

2.3.4 Surface Preparation and Finish

2.3.4.1 Exterior Surface

All exterior surfaces of the scale shall have one coat of primer and two coats of epoxy finish, providing a total Dry Film Thickness of 0.1524 mm - 0.2032 mm (6 - 8 mils).

2.3.5 Load Cell Specifications

2.3.5.1 Capacity

Each load cell shall have a minimum capacity of 22,680 kg .

2.3.5.2 Conformance

Load cells shall be certified by NTEP and meet the specifications as set forth by NIST H-44 for Class IIIL devices. A Certificate of Conformance to these standards shall be provided by the manufacturer upon request. Load cells shall be 45,360 kg capacity and NTEP certified.

2.3.5.3 Warranty

The load cell shall have a minimum two year warranty against defects in materials and workmanship. The warranty shall cover all costs associated with replacement parts and on-site labor.

2.3.5.4 [Enter Appropriate Subpart Title Here]

2.3.6 Scale Instrument

2.3.6.1 Conformance

The scale instrument shall be NTEP approved and meet or exceed the specifications set forth by NIST H-44 for Class II, III, and IIIL Devices. A Certificate of Conformance to these standards shall be provided by the manufacturer upon request.

2.3.6.2 Instrument Housing

The scale instrument shall be housed in a stainless steel enclosure which

is suitable for desk top mounting in the scale house building shown on the drawings. The instrument housing shall be metal and have a NEMA 4X environmental rating.

2.3.6.3 Performance

The scale instrument shall be capable of performing calibration, span, zero, and shift adjustment through software calculations that require no in scale adjustment.

2.3.6.4 Prompting

The scale instrument shall prompt the start-up personnel through all phases of set-up, calibration, and testing.

2.3.6.5 Digital Averaging

The scale instrument shall be capable of digitally averaging the weight information sent from the load cells and updating the instrument's weight display approximately 15 times per second.

2.3.6.6 Receiving Digital Information

The scale instrument shall only receive digital information from the load cell assemblies.

2.3.6.7 Identification and Weight Reading

The scale instrument shall be capable of assigning each load cell with its own unique identification number and shall be capable of displaying the weight reading of each individual load cell through the instrument without disconnecting any of the load cells from the system.

2.3.6.8 Weight Switching

The scale instrument shall have gross/net weight switching.

2.3.6.9 Calibration

The scale instrument shall be capable of being programmed and calibrated in pounds or kilograms.

2.3.6.10 [Enter Appropriate Subpart Title Here]

2.3.6.11 Transaction Counter

The scale instrument shall have a transaction counter to automatically assign sequence numbers to transactions.

2.3.6.12 Output

The scale instrument shall output the following information:

- a. Gross, Tare, and Net Weights
- b. Time and Date
- c. Transaction Counter Number
- d. Vehicle Nomenclature 16 character (alpha numeric)

- e. Special Notes 16 character (alpha numeric)
- f. Unit Number 5 character (alpha numeric)
- g. Bumper Number 5 character (alpha numeric)
- h. Vehicle Length
- I. Center of Gravity

2.3.6.13 Sign Corrected Net Weighing

The scale instrument shall be capable of being programmed for sign corrected net weighing so that all net weights are positive.

2.3.6.14 Keyboard Operations

The scale instrument shall have the following keyboard operations along with an alpha numeric keyboard:

- a. 0-9 Numeric Keys
- b. Zero
- c. Clear
- d. Tare
- e. Gross/Net
- f. LB/KG
- g. I.D.
- h. Memory
- I. Function
- j. Enter
- k. Print

2.3.6.15 Motion

Tare, Zero, and Print functions shall be inhibited while the weight display is changing. Motion detection shall be selectable for +/- 0.5 percent, +/- 1.0 percent, +/- 2.0 percent or +/- 3.0 percent increments.

2.3.6.16 UL/CSA Listed

The scale instrument shall be UL/CSA listed.

2.3.6.17 [Enter Appropriate Subpart Title Here]

2.3.6.18 [Enter Appropriate Subpart Title Here]

2.3.7 Printer Specifications

2.3.7.1 Printer Housing

The printer shall be housed in a suitable enclosure for desk top mounting.

2.3.7.2 [Enter Appropriate Subpart Title Here]

2.3.7.3 Printing Capability

The printer shall be capable of printing all information sent from the scale instrument including:

- a. Gross, Tare, and Net Weights
- b. Time and Date

- c. Transaction Counter Number
- d. Vehicle Nomenclature - 16 character (alpha numeric)
- e. Special Notes - 16 character (alpha numeric)
- f. Unit Number - 5 character (alpha numeric)
- g. Bumper Number - 5 character (alpha numeric)
- h. Vehicle Length
- I. Center of Gravity

The printer shall be capable of printing the contents of the two weight accumulators in the scale instrument.

2.3.7.4 Susceptibility

The printer shall meet SMA susceptibility tests for electro-magnetic radio frequency interference.

2.3.7.5 Compliance

All materials, components, and electrical design shall comply with UL and CSA standards and requirements.

2.3.7.6 [Enter Appropriate Subpart Title Here]

2.3.8 Junction Boxes and Cables

2.3.8.1 Construction

All junction boxes shall be NEMA 4X rated and constructed of stainless steel.

2.3.8.2 Inspection/Maintenance

Junction boxes shall be accessible for inspection and maintenance from the top of the scale platform.

2.3.8.3 Cables

Load cell and scale platform to scale instrument cables shall be stainless steel sheathed for environmental and rodent protection.

2.3.9 Lightning Protection Specifications

A comprehensive lightning protection system shall be provided with the scale.

2.3.10 Warranty Requirements

2.3.10.1 Defects

All construction work and materials are warranted against defects in material or workmanship for a period of one year from the date of completion of all work. Bidder shall promptly correct any such defect appearing within the warranty period.

2.3.10.2 Scale Assembly

The scale manufacturer shall warrant the scale assembly including all load cells, scale instrument, printer, junction boxes, cables, and accessories

for a period of twenty-four months from the date of installation from failures due to a defect in manufacturing, workmanship, lightning, or surge voltages.

2.3.10.3 Replacement Parts and Labor

The manufacturer shall bear the charges and expenses associated with replacement parts, equipment, on-site labor, and any associated freight or handling expenses incurred in the repair or replacement of the scale assembly due to failed or damaged items under warranty.

2.3.10.4 Extended Warranty

At any time during the twenty-four month warranty period, the scale's owner/operator shall have the option of extending this warranty coverage for up to a total of five years.

2.3.10.5 Regular Maintenance/Calibration Service

The manufacturer and/or its local representative shall present a program of regular maintenance and calibration service including the associated inspection costs. Inspection shall occur at a minimum of once every six months and shall comply with the guidelines set forth by the manufacturer, local regulations, and NIST H-44.

PART 3 EXECUTION

3.1 ACCEPTANCE TESTING

3.1.1 Scale Acceptance Test

The Contractor shall provide all personnel necessary to conduct the tests including but not limited to scale operators. Test weights shall be Government furnished. The Contractor shall receive and deliver from a site not more than 10 miles distance. Testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer 7 days prior to testing operations.

3.1.1.1 Test Sequence

The scales shall be tested according to the applicable paragraphs of this procedure in the sequence provided.

3.1.1.2 Test Data

Operating and startup current measurements shall be recorded for electrical equipment using appropriate instrumentation. Measurements shall be recorded as required by the facility evaluation tests (normally at 100 percent load). Recorded values shall be compared with design specifications or manufacturer's recommended values; abnormal differences shall be justified in the remarks or appropriate adjustments performed.

3.1.1.3 Equipment Monitoring

During the load test, improper operation or poor condition of safety

devices, electrical components, mechanical equipment, and structural assemblies shall be monitored. Observed defects critical to continued testing shall be reported immediately to the Contracting Officer and testing shall be suspended until the deficiency is corrected. During and immediately following each load test, the following inspections shall be made:

- a. Inspect for evidence of bending, warping, permanent deformation, cracking or malfunction of structural components.
- b. Inspect for evidence of slippage in fittings.
- c. Check electrical components for proper operation.

3.1.2 Load Test

3.1.2.1 Scale

Unless otherwise indicated, the following tests shall be performed using a test load of 90 percent of rated load.

- a. Scale Static Load Test: Weighing components shall be tested. The load shall be held for 10 minutes. The first holding brake shall be reapplied and the second holding brake released. The load shall be held for 10 minutes. The test shall be repeated 10 times and weight accuracy noted.

3.2 MANUFACTURER'S SERVICES

Services of a manufacturer's representative who is experienced in the installation, adjustment, erection and operation of the equipment specified shall be provided. The representative shall supervise the installation, adjustment, and testing of the equipment.

3.3 FIELD TRAINING

A field training course shall be provided for designated operating staff members. Training shall be provided for a total period of 4 hours of normal working time and shall start after the system is functionally complete but prior to final acceptance tests. Field training shall cover all of the items contained in the operating and maintenance instructions. The Contracting Officer shall be given at least 2 weeks' advance notice of such training.

-- End of Section --

SECTION 11162

LOADING DOCK LEVELER

11/88

AMENDMENT NO. 0002

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

1.1.1 Standard Products

Materials and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening. Equipment shall be supported by a service organization that is, in the opinion of the Contracting Officer, reasonably convenient to the site.

1.1.2 Nameplates

As a minimum, each loading dock leveler shall have the manufacturer's name, address, type or style, model or serial number, rated capacity, and catalog number on a plate secured to the equipment.

1.1.3 Verification of Dimensions

The Contractor shall become familiar with all details of the work, verify all dimensions in the field, and shall advise the Contracting Officer of any discrepancy before performing the work.

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Loading Dock Levelers; GA.

Data shall include a complete list of equipment and materials, including manufacturer's descriptive and technical literature, performance charts and curves, catalog cuts, and installation instructions.

SD-04 Drawings

Loading Dock Levelers; GA.

Drawings shall contain complete wiring and schematic diagrams and any other details required to demonstrate that the system has been coordinated and will properly function as a unit. Detail drawings shall show proposed layout and anchorage of equipment and appurtenances. Detail drawings shall show the concrete pit details including flush edge angles, dock bumpers, and sloped pit bottom; method of mounting and anchoring; and location of

control stations and disconnect switches. For vertical, edge-of-dock, and free-standing board dock levelers, drawings shall show details of required building construction and dock bumpers and structural shapes installation, in lieu of concrete pit details.

SD-19 Operation and Maintenance Manuals

Loading Dock Levelers; GA.

Six copies of operation and six copies of maintenance manuals shall be provided for the equipment furnished. One complete set shall be furnished prior to performance testing and the remainder shall be furnished upon acceptance. Operating manuals shall detail the step-by-step procedures required for system startup, operation, and shutdown. Operating manuals shall include the manufacturer's name, model number, parts list, and brief description of all equipment and their basic operating features. Maintenance manuals shall list routine maintenance procedures, possible breakdowns and repairs, and troubleshooting guides. Maintenance manuals shall include piping and equipment layout and simplified wiring and control diagrams of the system as installed. After approval of the detail drawings, and not later than three months prior to the date of beneficial occupancy, spare parts data for each different item of material and equipment specified are required. The data shall include a complete list of parts and supplies, with current unit prices and source of supply and a list of the parts recommended by the manufacturer to be replaced after 1 and 3 year(s) of service.

1.3 DELIVERY AND STORAGE

Equipment delivered and placed in storage shall be stored with protection from the weather, humidity and temperature variation, dirt and dust, or other contaminants.

PART 2 PRODUCTS

2.1 LOADING DOCK LEVELERS

Loading dock levelers shall be permanent type, and shall have minimum dynamic loading capacity of 11,300 kg. When not in use and in the cross traffic position, loading dock leveler area shall be level with the surrounding loading area.

2.1.1 Type

Loading dock leveler shall be electrohydraulic type with electric motor and hydraulic pump operating a hydraulic cylinder that adjusts dock leveler board position. A truck restraint system shall be coordinated with the dock leveler to lock truck or trailer into position during loading and for overnight security. A visual signal shall be incorporated to inform dock operator and driver of locked or unlocked status.

2.1.2 Operating Range

The outer end of each loading dock leveler shall be adjustable in height, providing a board whose incline can be adjusted to suit the height of truck and trailer beds. Each board end shall have a minimum of 610 mm of vertical adjustment. Height adjustments shall be divided 305 mm above and

305 mm below the dock level to provide coverage between 760 mm (30 inches) and 1370 mm (54 inches) above grade.

2.1.3 Lip Extension

Each loading dock leveler shall include provisions so that its end lip may be extended from a retracted position to an extended position beyond the forward edge of the platform bumpers to rest on the bed of a truck or trailer not less than 305 mm (12 inches). Lip extension shall be 406 mm (16 inches).

2.1.4 Tilt Allowance

Each loading dock leveler shall provide automatic compensation, with board loaded, for out-of-level truck bed condition (difference in elevation from side to side at the rear of the truck bed) of up to 102 mm (4 inches) over the width of the board.

2.1.5 Load Compensation

Each loading dock leveler shall be constructed to provide automatic compensation (automatic float), with board loaded or unloaded, for the loading and unloading of the motor vehicle. When the end lip is extended so as to rest on the bed of a truck or trailer, the end lip shall automatically adjust up or down with the movement of the truck or trailer bed resulting from the compression of the truck or trailer springs.

2.1.6 Automatic Safety Device

A hydraulic check valve shall be provided to prevent a drop of more than 76 mm (3 inches) at the outer end of the board should the truck or trailer be moved away leaving the board unsupported. This safety device shall be effective with any load on the board up to the fully dynamic rated capacity of the loading dock leveler.

[AM#0002]

Dock level shall be equipped with a safety lip to provide a minimum high of 200 mm (8 inches) steel barrier. The steel barrier shall be hydraulically powered, completely independent of the dock leveler, with emergency stop switch and automatic return to dock position.

A hydraulically powered truck restraint device shall be provided for each dock leveler. The truck restraint device shall be of a non-impact design with an operating vertical range of 305 mm (12 inches) to 762 mm (30 inches), and a restraining capacity of 14,500 kg. Controls shall be a remote wall-mounted, switch-operated control panel. A communication light system shall be provided for the lock/unlocked status of the ICC bar, and an audible alarm in event of missing/damaged ICC bar.

2.1.7 Dimensions

The live load carrying surface of the leveler shall be nominal 1.85 meters (6 feet) wide and 1.85 meters (6 feet) long with end lip retracted.

2.1.8 Motor

Each electrohydraulic loading dock leveler shall be equipped with a totally

enclosed fan cooled (TEFC) squirrel cage induction electric motor, three phase, 480 volts, 60 Hz, which shall not exceed its rated capacity under full load conditions of loading dock leveler.

2.1.9 Controls

Each electrohydraulic loading dock leveler shall be equipped with a power unit installed under the leveler proper as an integral part of the loading dock leveler. Each loading dock leveler shall be controlled by a heavy duty push button station located as directed with an "UP" or "RAISE" button. To prevent accidental operation and damage, each button shall be recessed in its station or protected by a projected peripheral collar. Station push button shall be indelibly identified by means of cast or etched letters on the station. Push button station shall be of rugged design and positive in operation; no less than NEMA Type 4 enclosure shall be furnished. Buttons shall be constant pressure type so that operation will cease immediately on release of button. Electrical work shall conform to Section 16415 ELECTRICAL WORK, INTERIOR.

2.1.10 Dock Bumpers

A minimum of two high-impact resistant molded rubber or laminated rubber dock bumpers shall be furnished with each loading dock leveler.

2.2 OPERATION

Continuous pressure on the operating button shall cause the outer end of the board to raise and thus permit the operator to adjust the board incline as required to suit the level of the bed of a particular truck or trailer. Control shall activate board automatically to raise to maximum height and lower to rest on truck or trailer bed. The operator may interrupt cycle to lower board to resting position when desired. End lip on board shall extend hydraulically, automatically during board operation or by separate control button on panel. Dock leveler shall automatically return to storage position when truck or trailer moves away. Operation shall also permit lowering of board below dock level without extending end lip.

2.3 CORROSION PROTECTION AND PAINTING

2.3.1 Fasteners

Bolts, screws, nuts, and washers shall be coated with hot-dip zinc or cadmium or made of corrosion resistant metal.

2.3.2 Ferrous Metal Surfaces

Ferrous metal surfaces, including coated ferrous and inaccessible ferrous surfaces, (but not including bearings, gear contact surfaces, parts protected by lubrication, or other surfaces not usually painted or coated) shall be cleaned, phosphate treated, and given coat of epoxy primer followed by coat of epoxy or other approved coatings. Total dry film thickness shall be not less than 0.254 mm (10 mils). Coatings shall be allowed to dry hard before shipment. Color of finish coats shall be medium gray or manufacturer's standard.

2.3.3 Nonferrous Parts

Nonferrous parts shall be protected against corrosion as necessary.

2.3.4 Dissimilar Metals

Dissimilar metals which may be subject to electrolysis upon contact shall be separated by electrolytically inactive material.

PART 3 EXECUTION

3.1 INSTALLATION

Installation shall be as indicated and in accordance with manufacturer's installation instructions. Loading dock leveler and accessories shall operate easily and perform reliably. Unsatisfactory operation shall result in correction adjustment, or reinstallation until satisfactory performance and operation is achieved and installation is acceptable to the Contracting Officer.

-- End of Section --

SECTION 13280

ASBESTOS ABATEMENT

Amend #0002

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- | | |
|------------|---|
| ANSI Z9.2 | (1979; R 1991) Fundamentals Governing the Design and Operation of Local Exhaust Systems |
| ANSI Z87.1 | (1989; Errata; Z87.1a) Occupational and Educational Eye and Face Protection |
| ANSI Z88.2 | (1992) Respiratory Protection |

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- | | |
|-------------|--|
| ASTM C 732 | (1995) Aging Effects of Artificial Weathering on Latex Sealants |
| ASTM D 522 | (1993a) Mandrel Bend Test of Attached Organic Coatings |
| ASTM D 1331 | (1989; R 1995) Surface and Interfacial Tension of Solutions of Surface-Active Agents |
| ASTM D 2794 | (1993) Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact) |
| ASTM D 4397 | (1996) Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications |
| ASTM E 84 | (1998e1) Surface Burning Characteristics of Building Materials |
| ASTM E 96 | (1995) Water Vapor Transmission of Materials |
| ASTM E 119 | (1998) Fire Tests of Building Construction and Materials |
| ASTM E 736 | (1992) Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members |

ASTM E 1368 (1997) Visual Inspection of Asbestos
Abatement Projects

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910 Occupational Safety and Health Standards

29 CFR 1926 Safety and Health Regulations for
Construction

40 CFR 61 National Emissions Standards for Hazardous
Air Pollutants

40 CFR 763 Asbestos

42 CFR 84 Approval of Respiratory Protective Devices

49 CFR 107 Hazardous Materials Program Procedures

49 CFR 171 General Information, Regulations and
Definitions

49 CFR 172 Hazardous Materials Table, Special
Provisions, Hazardous Materials
Communications, Emergency Response
Information, and Training Requirements

49 CFR 173 Shippers - General Requirements for
Shipments and Packagings

COMPRESSED GAS ASSOCIATION (CGA)

CGA G-7 (1990) Compressed Air for Human Respiration

CGA G-7.1 (1997) Commodity Specification for Air

ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) Safety and Health Requirements
Manual

ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 340/1-90-018 (1990) Asbestos/NESHAP Regulated Asbestos
Containing Materials Guidance

EPA 340/1-90-019 (1990) Asbestos/NESHAP Adequately Wet
Guidance

EPA 560/5-85-024 (1985) Guidance for Controlling
Asbestos-Containing Materials in Buildings

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 701 (1996; TIA 96-1, 96-2) Methods of Fire
Tests for Flame-Resistant Textiles and

Films

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH Pub No. 84-100

(1984; Supple 1985, 1987, 1988 & 1990)

NIOSH Manual of Analytical Methods

UNDERWRITERS LABORATORIES (UL)

UL 586

(1996) High-Efficiency, Particulate, Air
Filter Units

TEXAS DEPARTMENT OF HEALTH (TDH)

SECTIONS 295.31 thru 295.7 Texas Asbestos Health Protection Rules

1.2 DEFINITIONS

- a. Adequately Wet: A term defined in 40 CFR 61, Subpart M, and EPA 340/1-90-019 meaning to sufficiently mix or penetrate with liquid to prevent the release of particulate. If visible emissions are observed coming from asbestos-containing material (ACM), then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wetted.
- b. Aggressive Method: Removal or disturbance of building material by sanding, abrading, grinding, or other method that breaks, crumbles, or disintegrates intact asbestos-containing material (ACM).
- c. Amended Water: Water containing a wetting agent or surfactant with a surface tension of at least 29 dynes per square centimeter when tested in accordance with ASTM D 1331.
- d. Asbestos: Asbestos includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated and/or altered.
- e. Asbestos-Containing Material (ACM): Any materials containing more than one percent asbestos.
- f. Asbestos Fiber: A particulate form of asbestos, 5 micrometers or longer, with a length-to-width ratio of at least 3 to 1.
- g. Authorized Person: Any person authorized by the Contractor and required by work duties to be present in the regulated areas.
- h. Building Inspector: Individual who inspects buildings for asbestos and has EPA Model Accreditation Plan (MAP) "Building Inspector" training; accreditation required by 40 CFR 763, Subpart E, Appendix C.
- i. Certified Industrial Hygienist (CIH): An Industrial Hygienist certified in the practice of industrial hygiene by the American Board of Industrial Hygiene.

- j. Class I Asbestos Work: Activities defined by OSHA involving the removal of thermal system insulation (TSI) and surfacing ACM. This activity is not applicable to this project.
- k. Class II Asbestos Work: Activities defined by OSHA involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos - containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastic. Certain "incidental" roofing materials such as mastic, flashing and cements when they are still intact are excluded from Class II asbestos work. Removal of small amounts of these materials which would fit into a glovebag may be classified as a Class III job.
- l. Not Used.
- m. Not used
- n. Clean room: An uncontaminated room having facilities for the storage of employees' street clothing and uncontaminated materials and equipment.
- o. Competent Person: In addition to the definition in 29 CFR 1926, Section .32(f), a person who is capable of identifying existing asbestos hazards as defined in 29 CFR 1926, Section .1101, selecting the appropriate control strategy, has the authority to take prompt corrective measures to eliminate them and has EPA Model Accreditation Plan (MAP) "Contractor/Supervisor" training; accreditation required by 40 CFR 763, Subpart E, Appendix C.
- p. Contractor/Supervisor: Individual who supervises asbestos abatement work and has EPA Model Accreditation Plan "Contractor/Supervisor" training; accreditation required by 40 CFR 763, Subpart E, Appendix C.
- q. Critical Barrier: One or more layers of plastic sealed over all openings into a regulated area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a regulated area from migrating to an adjacent area.
- r. Decontamination Area: An enclosed area adjacent and connected to the regulated area and consisting of an equipment room, shower area, and clean room, which is used for the decontamination of workers, materials, and equipment that are contaminated with asbestos.
- s. Demolition: The wrecking or taking out of any load-supporting structural member and any related razing, removing, or stripping of asbestos products.
- t. Disposal Bag: A 0.15 mm thick, leak-tight plastic bag, pre-labeled in accordance with 29 CFR 1926, Section .1101, used for transporting asbestos waste from containment to disposal site.
- u. Disturbance: Activities that disrupt the matrix of ACM, crumble or pulverize ACM, or generate visible debris from ACM.

Disturbance includes cutting away small amounts of ACM, no greater than the amount which can be contained in 1 standard sized glovebag or waste bag, not larger than 1.5 m in length and width in order to access a building component.

- v. Equipment Room or Area: An area adjacent to the regulated area used for the decontamination of employees and their equipment.
- w. Employee Exposure: That exposure to airborne asbestos that would occur if the employee were not using respiratory protective equipment.
- x. Fiber: A fibrous particulate, 5 micrometers or longer, with a length to width ratio of at least 3 to 1.
- y. Friable ACM: A term defined in 40 CFR 61, Subpart M and EPA 340/1-90-018 meaning any material which contains more than 1 percent asbestos, as determined using the method specified in 40 CFR 763, Subpart E, Appendix A, Section 1, Polarized Light Microscopy (PLM), that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent, as determined by a method other than point counting by PLM, the asbestos content is verified by point counting using PLM.
- z. Glovebag: Not more than a 1.5 by 1.5 m impervious plastic bag-like enclosure affixed around an asbestos-containing material, with glove-like appendages through which material and tools may be handled.
- aa. High-Efficiency Particulate Air (HEPA) Filter: A filter capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of 0.3 micrometers in diameter.
- bb. Homogeneous Area: An area of surfacing material or thermal system insulation that is uniform in color and texture.
- cc. Industrial Hygienist: A professional qualified by education, training, and experience to anticipate, recognize, evaluate, and develop controls for occupational health hazards.
- dd. Intact: ACM which has not crumbled, been pulverized, or otherwise deteriorated so that the asbestos is no longer likely to be bound with its matrix. Removal of "intact" asphaltic, resinous, cementitious products does not render the ACM non-intact simply by being separated into smaller pieces.
- ee. Model Accreditation Plan (MAP): USEPA training accreditation requirements for persons who work with asbestos as specified in 40 CFR 763, Subpart E, Appendix C.
- ff. Modification: A changed or altered procedure, material or component of a control system, which replaces a procedure, material or component of a required system.
- gg. Negative Exposure Assessment: A demonstration by the Contractor to show that employee exposure during an operation is expected to

be consistently below the OSHA Permissible Exposure Limits (PELs).

- hh. NESHAP: National Emission Standards for Hazardous Air Pollutants. The USEPA NESHAP regulation for asbestos is at 40 CFR 61, Subpart M.
- ii. Nonfriable ACM: A NESHAP term defined in 40 CFR 61, Subpart M and EPA 340/1-90-018 meaning any material containing more than 1 percent asbestos, as determined using the method specified in 40 CFR 763, Subpart E, Appendix A, Section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.
- jj. Nonfriable ACM (Category I): A NESHAP term defined in 40 CFR 61, Subpart E and EPA 340/1-90-018 meaning asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in 40 CFR 763, Subpart F, Appendix A, Section 1, Polarized Light Microscopy.
- kk. Nonfriable ACM (Category II): A NESHAP term defined in 40 CFR 61, Subpart E and EPA 340/1-90-018 meaning any material, excluding Category I nonfriable ACM, containing more than 1 percent asbestos, as determined using the methods specified in 40 CFR 763, Subpart F, Appendix A, Section 1, Polarized Light Microscopy, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- ll. Permissible Exposure Limits (PELs):
 - (1) PEL-Time weighted average(TWA): Concentration of asbestos not in excess of 0.1 fibers per cubic centimeter of air (f/cc) as an 8 hour time weighted average (TWA), as determined by the method prescribed in 29 CFR 1926, Section .1101, Appendix A, or the current version of NIOSH Pub No. 84-100 analytical method 7400.
 - (2) PEL-Excursion Limit: An airborne concentration of asbestos not in excess of 1.0 f/cc of air as averaged over a sampling period of 30 minutes as determined by the method prescribed in 29 CFR 1926, Section .1101, Appendix A, or the current version of NIOSH Pub No. 84-100 analytical method 7400.
- mm. Regulated Area: An OSHA term defined in 29 CFR 1926, Section .1101 meaning an area established by the Contractor to demarcate areas where Class I or II.
- nn. Removal: All operations where ACM is taken out or stripped from structures or substrates, and includes demolition operations.
- oo. Repair: Overhauling, rebuilding, reconstructing, or reconditioning of structures or substrates, including encapsulation or other repair of ACM attached to structures or substrates. If the amount of asbestos so "disturbed" cannot be contained in 1 standard glovebag or waste bag, Class I precautions are required.
- pp. Spills/Emergency Cleanups: Cleanup of sizable amounts of

asbestos waste and debris which has occurred, for example, when water damage occurs in a building, and sizable amounts of ACM are dislodged. A Competent Person evaluates the site and ACM to be handled, and based on the type, condition and extent of the dislodged material, classifies the cleanup as Class I or II.

- qq. Surfacing ACM: Asbestos-containing material which contains more than 1% asbestos and is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.
- rr. Thermal system insulation (TSI) ACM: ACM which contains more than 1% asbestos and is applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain or water condensation.
- ss. Transite: A generic name for asbestos cement wallboard and pipe.
- tt. Worker: Individual (not designated as the Competent Person or a supervisor) who performs asbestos work and has completed asbestos worker training required by 29 CFR 1926, Section .1101, to include EPA Model Accreditation Plan (MAP) "Worker" training; accreditation required by 40 CFR 763, Subpart E, Appendix C, if required by the OSHA Class of work to be performed or by the state where the work is to be performed.

1.3 DESCRIPTION OF WORK

Work in this section for the project Fixed Wing Aircraft Park at Fort Hood, Texas includes asbestos-containing material (ACM) abatement from Bid Option No.1, B/90050 (Fire Station) and Bid Option No.2 (Control Tower & Ops Bldg.), and demolishing non-friable ACM in-place with B/90079 (Air Lift Control Terminal) in the Base Bid.

Base Bid includes B/90079 (10000 Square Feet) and B/90080 (Parachute Rigging Facility, 9000 Sq. Ft.) and 90071 (Concrete Pad Vehicle Weight Scale, 70 FT. x 18 FT.). Non-friable ACM floor tiles, tile mastic and roof penetration mastic are present in B/90079 but no ACM is present in B/90080 and 90071. No asbestos abatement is needed in the Base Bid. The non-friable ACM is in good condition and it shall be demolished in-place with B/90079, the total building demolition debris shall be disposed of at Fort Hood Landfill. The Contractor shall adequately wet the ACM debris. During demolition the ACM shall not be subjected to sanding, grinding, cutting, or abrading per EPA 340/1-90-018 and EPA 340/1-90-019.

Asbestos abatement involves OSHA Class I and Class II work shall be performed for Bid Options No.1 and No.2. Approximately asbestos quantities are identified on the project environmental drawings for the bid options. However, abatement of the ACM floor tiles, tile mastic and roof penetration mastic is not required in B/90050 (Bid Option No.1). The non-friable ACM is in good condition and it shall be demolished in-place with B/90050, the total demolition debris shall be disposed of at the Fort Hood Landfill. The Contractor shall adequately wet the ACM debris. During demolition the ACM shall not be subjected to sanding, grinding, cutting, or abrading per EPA 340/1-90-018 and EPA 340/1-90-019.

The abated ACM debris shall be disposed off post.

Asbestos survey was performed in March 1999 (for B/90079, B/90080, and 90071), in November 1999 (for B/90050), and in January 2000 (for B/90049). A summary of work task data elements for each individual ACM abatement work task in is included in Table 1, "Individual Work Task Data Elements" at the end of this section. The Contractor shall verify abatement items and conditions prior to start work.

This section describes procedures and equipment required to protect workers and environment from airborne asbestos fibers, ACM dust and debris. This section asbestos abatement activity involves OSHA Class I and Class II work operation. The Contractor shall provide containment, storage, transportation and disposal of the generated ACM wastes. The Contractor shall provide specific operational procedures in the Accident Prevention Plan and its sub components, the Asbestos Hazard Abatement Plan and Activity Hazard Analyses required in paragraph, SAFETY AND HEALTH PROGRAM AND PLANS.

1.3.1 Abatement Work Tasks

A summary of work task data elements for each individual ACM abatement work task in in Table 1, "Individual Work Task Data Elements" at the end of this section.

1.3.2 Unexpected Discovery of Asbestos

For any previously untested building components suspected to contain asbestos and located in areas impacted by the work, the Contractor shall notify the Contracting Officer (CO) who will have the option of ordering up to six (6) bulk samples to be obtained at the Contractor's expense and delivered to a laboratory accredited under the National Institute of Standards and Technology (NIST) "National Voluntary Laboratory Accreditation Program (NVLAP)" and analyzed by PLM at no additional cost to the Government. Any additional components identified as ACM that have been approved by the Contracting Officer for removal shall be removed by the Contractor and will be paid for by an equitable adjustment to the contract price under the CONTRACT CLAUSE titled "changes". Sampling activities undertaken to determine the presence of additional ACM shall be conducted by personnel who have successfully completed the EPA Model Accreditation Plan (MAP) "Building Inspector" training course required by 40 CFR 763, Subpart E, Appendix C.

1.4 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Materials and Equipment; FIO.

Manufacturer's catalog data for all materials and equipment to be used in the work, including brand name, model, capacity, performance characteristics and any other pertinent information. Test results and

certificates from the manufacturer of encapsulants substantiating compliance with performance requirements of this specification. Material Safety Data Sheets for all chemicals to be used on-site in the same format as implemented in the Contractor's HAZARD COMMUNICATION PROGRAM. Data shall include, but shall not be limited to, the following items:

- a. High Efficiency Filtered Air (HEPA) local exhaust equipment
- b. Vacuum cleaning equipment
- c. Pressure differential monitor for HEPA local exhaust equipment
- d. Air monitoring equipment
- e. Respirators
- f. Personal protective clothing and equipment
 - (1) Coveralls
 - (2) Underclothing
 - (3) Other work clothing
 - (4) Foot coverings
 - (5) Hard hats
 - (6) Eye protection
 - (7) Other items required and approved by Contractors Designated IH and Competent Person
- g. Glovebag
- h. Duct Tape
- i. Disposal Containers
 - (1) Disposal bags
 - (2) Fiberboard drums
 - (3) Paperboard boxes
- j. Sheet Plastic
 - (1) Polyethylene Sheet - General
 - (2) Polyethylene Sheet - Flame Resistant
 - (3) Polyethylene Sheet - Reinforced
- k. Wetting Agent
 - (1) Amended Water
 - (2) Removal encapsulant
- l. Strippable Coating
- m. Prefabricated Decontamination Unit
- n. Other items
- o. Chemical encapsulant
- p. Chemical encasement materials

q. Material Safety Data Sheets (for all chemicals proposed)

SD-04 Drawings

Site Layout; GA.

Descriptions, detail project drawings, and site layout for each building to include worksite containment area techniques, local exhaust ventilation system locations, decontamination units and load-out units, other temporary waste storage facility, access tunnels, location of temporary utilities (electrical, water, sewer) and boundaries of each regulated area. Site Layout shall be submitted with the Contractor's Asbestos Hazard Abatement Plan.

SD-08 Statements

Qualifications; GA.

A written report providing evidence of qualifications for personnel, facilities and equipment assigned to the work.

Training Program; FIO.

A copy of the written project site-specific training material as indicated in 29 CFR 1926, Section .1101 that will be used to train onsite employees. The training document shall be signed by the Contractor's Designated Industrial Hygienist (IH) and Competent Person.

Medical Requirements; FIO.

Physician's written opinion.

Encapsulants; GA.

Certificates stating that encapsulants meet the applicable specified performance requirements per paragraph ENCAPSULANTS.

SD-09 Reports

Exposure Assessment and Air Monitoring; GA.

Initial exposure assessments, negative exposure assessments, air-monitoring results and documentation per paragraph EXPOSURE ASSESSMENT AND AIR MONITORING.

Local Exhaust Ventilation; FIO.

Pressure differential recordings.

Licenses, Permits and Notifications; GA.

Licenses, permits, and notifications submittal per paragraph LICENSES, PERMITS AND NOTIFICATIONS. In addition, prior to start work, Contractor shall submit current medical certificate, training certificate and state license of each worker, including air monitoring technician.

SD-13 Certificates

Vacuum, Filtration and Ventilation Equipment; FIO.

Manufacturer's certifications showing compliance with ANSI Z9.2 for:

- a. Vacuums.
- b. Water filtration equipment.
- c. Ventilation equipment.
- d. Other equipment required to contain airborne asbestos fibers.

SD-18 Records

Respiratory Protection Program; GA.

Records of the respirator program per paragraph RESPIRATORY PROTECTION PROGRAM.

Safety and Health Program and Plans; GA.

Preparation of Accident Prevention Plan, Asbestos Hazard Abatement Plan, and Activity Hazard Analyses per paragraph SAFETY AND HEALTH PROGRAM AND PLANS. Two copies of the Asbestos Hazard Abatement Plan shall be required. One copy shall be submitted to the Contracting Officer Representative (COR) and the other copy shall be submitted to Ms. Rosemarie Olney, Industrial Hygienist at Fort Hood DPW-ENV, 20 working days prior to the pre-construction meeting.

Cleanup and Disposal; GA.

A copy of waste shipment records, weigh bills, delivery tickets, daily narrative log of work, descriptions of problems and resolutions, exposure assessment and analytical results shall be provided with the Closure Report. The Closure Report shall be furnished to the COR in at least 10 working days after completion of work in this section, and prior to final payment.

1.5 QUALIFICATIONS

1.5.1 Written Qualifications and Organization Report

The Contractor shall furnish a written qualifications and organization report providing evidence of qualifications of the Contractor, Contractor's Project Supervisor, Designated Competent Person, supervisors and workers; Designated CIH (person assigned to project and firm name); independent testing laboratory (including name of firm, principal, and analysts who will perform analyses); all subcontractors to be used including disposal transportation and disposal facility firms, subcontractor supervisors, subcontractor workers; and any others assigned to perform asbestos abatement and support activities. The report shall include an organization chart showing the Contractor's staff organization for this project by name and title, chain of command and reporting relationship with all subcontractors. The report shall be signed by the Contractor, the Contractor's on-site project manager, Designated Competent Person, Designated CIH, designated testing laboratory and the principals of all

subcontractors to be used. The Contractor shall include the following statement in the report: "By signing this report I certify that the personnel I am responsible for during the course of this project fully understand the contents of 29 CFR 1926, Section .1101, 40 CFR 61, Subpart M, and the federal, state and local requirements specified in paragraph SAFETY AND HEALTH PROGRAM AND PLANS for those asbestos abatement activities that they will be involved in."

1.5.2 Specific Requirements

The Contractor shall designate in writing, personnel meeting the following qualifications:

- a. Designated Competent Person: The name, address, telephone number, and resume of the Contractor's Designated Competent Person shall be provided. Evidence that the full-time Designated Competent Person is qualified in accordance with 29 CFR 1926, Sections .32 and .1101, has EPA Model Accreditation Plan (MAP) "Contractor/Supervisor" training accreditation required by 40 CFR 763, Subpart E, Appendix C, and is experienced in the administration and supervision of asbestos abatement projects, including exposure assessment and monitoring, work practices, abatement methods, protective measures for personnel, setting up and inspecting asbestos abatement work areas, evaluating the integrity of containment barriers, placement and operation of local exhaust systems, ACM generated waste containment and disposal procedures, decontamination units installation and maintenance requirements, site safety and health requirements, notification of other employees on-site, etc. The duties of the Competent Person shall include the following: controlling entry to and exit from the regulated area; supervising any employee exposure monitoring required by 29 CFR 1926, Section .1101; ensuring that all employees working within a regulated area wear the appropriate personal protective equipment (PPE), are trained in the use of appropriate methods of exposure control, and use the hygiene facilities and decontamination procedures specified; and ensuring that engineering controls in use are in proper operating conditions and are functioning properly. The Designated Competent Person shall be responsible for compliance with applicable federal, state and local requirements, the Contractor's Accident Prevention Plan, Asbestos Hazard Abatement Plan, and Activity Hazard Analyses. The Designated Competent Person shall provide, and the Contractor shall submit, the "Contractor/Supervisor" course completion certificate and the most recent certificate for required refresher training with the employee "Certificate of Worker Acknowledgment" required by this paragraph. The Contractor shall submit evidence that this person has a minimum of 2 years of on-the-job asbestos abatement experience relevant to OSHA competent person requirements. The Designated Competent Person shall be on-site at all times during the conduct of this project.
- b. Project Supervisors: The Contractor shall provide the name, address, telephone number, and resume of the Project Supervisor who have responsibility to implement the Accident Prevention Plan, including the Asbestos Hazard Abatement Plan and Activity Hazard Analyses, the authority to direct work performed under this contract and verify compliance, and have EPA Model Accreditation

Plan (MAP) "Contractor/Supervisor" training accreditation required by 40 CFR 763, Subpart E, Appendix C. The Project Supervisor shall provide, and the Contractor shall submit, the "Contractor/Supervisor" course completion certificate and the most recent certificate for required refresher training with the employee "Certificate of Worker Acknowledgment" required by this paragraph. The Contractor shall submit evidence that the Project Supervisor has a minimum of 2 years of on-the-job asbestos abatement experience relevant to project supervisor responsibilities.

- c. Designated Industrial Hygienist (IH) and Industrial Hygiene Technician (IHT): The Contractor shall provide the name, address, telephone number, resume and other information specified below for the IHT selected to prepare the Contractor's Asbestos Hazard Abatement Plan, prepare and perform training, direct air monitoring and assist the Contractor's Competent Person in implementing and ensuring that safety and health requirements are complied with during the performance of all required work. The Designated IH shall be a person who is board certified in the practice of industrial hygiene as determined and documented by the American Board of Industrial Hygiene (ABIH), has EPA Model Accreditation Plan (MAP) "Contractor/Supervisor" training accreditation required by 40 CFR 763, Subpart E, Appendix C, and has a minimum of 2 years of comprehensive experience in planning and overseeing asbestos abatement activities. The Designated IH shall provide, and the Contractor shall submit, the "Contractor/Supervisor" course completion certificate and the most recent certificate for required refresher training with the employee "Certificate of Worker Acknowledgment" required by this paragraph. The Designated IH shall be completely independent from the Contractor according to federal, state, or local regulations; that is, shall not be a Contractor's employee or be an employee or principal of a firm in a business relationship with the Contractor negating such independent status. A copy of the Designated IH's current valid ABIH certification shall be included. The Designated IH shall be on-site when requested by the IHT and shall be available for emergencies. The Contractor shall submit, the name, address, telephone numbers and resumes IHT who will be under the guidance of the Designated CIH and performing on-site tasks. IHT supporting the Designated IH shall have a minimum of 2 years of practical on-site asbestos abatement experience, and have a current air monitoring technician license per Texas Asbestos Health Protection Rules, Section 295.52, with the Texas Department of Health. The formal reporting relationship between the Designated IH, the IHT, the Designated Competent Person, and the Contractor shall be indicated in the Contractor's Asbestos Hazard Abatement Plan.
- d. Asbestos Abatement Workers: Asbestos abatement workers shall meet the requirements contained in 29 CFR 1926, Section .1101, 40 CFR 61, Subpart M, and other applicable federal, state and local requirements. Worker training documentation shall be provided as required on the "Certificate of Workers Acknowledgment" in this paragraph.
- e. Worker Training and Certification of Worker Acknowledgment:

Training documentation will be required for each employee who will perform OSHA Class I, Class II, Class III, or Class IV asbestos abatement operations. Such documentation shall be submitted on a Contractor generated form titled "Certificate of Workers Acknowledgment", to be completed for each employee in the same format and containing the same information as the example certificate at the end of this section. Training course completion certificates (initial and most recent update refresher) required by the information checked on the form shall be attached.

- f. Physician: The Contractor shall provide the name, medical qualifications, address, telephone number and resume of the physician who will or has performed the medical examinations and evaluations of the persons who will conduct the asbestos abatement work tasks. The physician shall be currently licensed by the state where the workers will be or have been examined, have expertise in pneumoconiosis and shall be responsible for the determination of medical surveillance protocols and for review of examination/test results performed in compliance with 29 CFR 1926, Section .1101 and paragraph MEDICAL REQUIREMENTS. The physician shall be familiar with the site's hazards and the scope of this project.
- g. First Aid and CPR Trained Persons: The names of at least 2 persons who are currently trained in first aid and CPR by the American Red Cross or other approved agency shall be designated and shall be onsite at all times during site operations. They shall be trained in universal precautions and the use of PPE as described in the Bloodborne Pathogens Standard of 29 CFR 1910, Section .1030 and shall be included in the Contractor's Bloodborne Pathogen Program. These persons may perform other duties but shall be immediately available to render first aid when needed. A copy of each designated person's current valid First Aid and CPR certificate shall be provided.
- h. Independent Testing Laboratory: The Contractor shall provide the name, address and telephone number of the independent testing laboratory selected to perform the sample analyses and report the results. The testing laboratory shall be completely independent from the Contractor as recognized by federal, state or local regulations. Written verification of the following criteria, signed by the testing laboratory principal and the Contractor, shall be submitted:
 - (1) Phase contrast microscopy (PCM): The laboratory is fully equipped and proficient in conducting PCM of airborne samples using the methods specified by 29 CFR 1926, Section .1101, OSHA method ID-160, the most current version of NIOSH Pub No. 84-100 Method 7400, and NIOSH Pub No. 84-100 Method 7402, transmission electron microscopy (TEM); the laboratory is currently judged proficient (classified as acceptable) in counting airborne asbestos samples by PCM by successful participation in each of the last 4 rounds in the American Industrial Hygiene Association (AIHA) Proficiency Analytical Testing (PAT) Program; the names of the selected microscopists who will analyze airborne samples by PCM with verified documentation of their proficiency to conduct PCM analyses by being judged proficient in counting samples as

current participating analysts in the AIHA PAT Program, and having successfully completed the Asbestos Sampling and Analysis course (NIOSH 582 or equivalent) with a copy of course completion certificate provided; when the PCM analysis is to be conducted onsite, documentation shall be provided certifying that the onsite analyst meets the same requirements.

(2) Polarized light microscopy (PLM): The laboratory is fully equipped and proficient in conducting PLM analyses of suspect ACM bulk samples in accordance with 40 CFR 763, Subpart E, Appendix E; the laboratory is currently accredited by NIST under the NVLAP for bulk asbestos analysis and will use analysts (names shall be provided) with demonstrated proficiency to conduct PLM to include its application to the identification and quantification of asbestos content.

(3) Transmission electron microscopy (TEM): The laboratory is fully equipped and proficient in conducting TEM analysis of airborne samples using the mandatory method specified by 40 CFR 763, Subpart E, Appendix E; the laboratory is currently accredited by NIST under the NVLAP for airborne sample analysis of asbestos by TEM; the laboratory will use analysts (names shall be provided) that are currently evaluated as competent with demonstrated proficiency under the NIST NVLAP for airborne sample analysis of asbestos by TEM. The laboratory is proficient in conducting analysis for low asbestos concentration, enhanced analysis of floor tiles and bulk materials where multiple layers are present, using an improved EPA test method titled, "Method for the Determination of Asbestos in Bulk Building Materials".

(4) PCM/TEM: The laboratory is fully equipped and each analyst (name shall be provided) possesses demonstrated proficiency in conducting PCM and TEM analysis of airborne samples using NIOSH Pub No. 84-100 Method 7400 PCM and NIOSH Pub No. 84-100 Method 7402 (TEM confirmation of asbestos content of PCM results) from the same filter.

- i. Disposal Facility, Transporter: The Contractor shall provide written evidence that the landfill to be used is approved for asbestos disposal by the state local regulatory agencies. Copies of signed agreements between the Contractor (including subcontractors and transporters) and the asbestos waste disposal facility to accept and dispose of all asbestos containing waste generated during the performance of this contract shall be provided. Qualifications shall be provided for each subcontractor or transporter to be used, indicating previous experience in transport and disposal of asbestos waste to include all required state and local waste hauler requirements for asbestos. The Contractor and transporters shall meet the DOT requirements of 49 CFR 171, 49 CFR 172, and 49 CFR 173 as well as registration requirements of 49 CFR 107 and other applicable state or local requirements. The disposal facility shall meet the requirements of 40 CFR 61, Sections .154 or .155, as required in 40 CFR 61, Section .150(b), and other applicable state or local requirements.

1.5.3 Federal, State or Local Citations on Previous Projects

The Contractor and all subcontractors shall submit a statement, signed by an officer of the company, containing a record of any citations issued by Federal, State or local regulatory agencies relating to asbestos activities (including projects, dates, and resolutions); a list of penalties incurred through non-compliance with asbestos project specifications, including liquidated damages, overruns in scheduled time limitations and resolutions; and situations in which an asbestos-related contract has been terminated (including projects, dates, and reasons for terminations). If there are none, a negative declaration signed by an officer of the company shall be provided.

1.6 REGULATORY REQUIREMENTS

In addition to detailed requirements of this specification, work performed under this contract shall comply with EM 385-1-1, applicable federal, state, and local laws, ordinances, criteria, rules and regulations regarding handling, storing, transporting, and disposing of asbestos waste materials. This includes, but is not limited to, OSHA standards, 29 CFR 1926, especially Section .1101, 40 CFR 61, Subpart M and 40 CFR 763. Matters of interpretation of standards shall be submitted to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply. The following state and local laws, rules and regulations regarding demolition, removal, encapsulation, construction alteration, repair, maintenance, renovation, spill/emergency cleanup, housekeeping, handling, storing, transporting and disposing of asbestos material apply: Texas Asbestos Health Protection Rules.

1.7 SAFETY AND HEALTH PROGRAM AND PLANS

The Contractor's Designated CIH shall develop and submit a written comprehensive site-specific Accident Prevention Plan at least 30 days prior to the preconstruction conference. The Accident Prevention Plan shall address requirements of EM 385-1-1, Appendix A, covering onsite work to be performed by the Contractor and subcontractors. The Accident Prevention Plan shall incorporate an Asbestos Hazard Abatement Plan, and Activity Hazard Analyses as separate appendices into one site specific Accident Prevention Plan document. Any portions of the Contractor's overall Safety and Health Program that are referenced in the Accident Prevention Plan, e.g., respirator program, hazard communication program, confined space entry program, etc., shall be included as appendices to the Accident Prevention Plan. The plan shall take into consideration all the individual asbestos abatement work tasks identified in Table 1. The plan shall be prepared, signed (and sealed, including certification number if required), and dated by the Contractor's Designated CIH, Competent Person, and Project Supervisor.

1.7.1 Asbestos Hazard Abatement Plan Appendix

The Asbestos Hazard Abatement Plan appendix to the Accident Prevention Plan shall include, but not be limited to, the following:

- a. The personal protective equipment to be used;
- b. The location and description of regulated areas including clean and dirty areas, access tunnels, and decontamination unit (clean

room, shower room, equipment room, storage areas such as load-out unit);

- c. Initial exposure assessment in accordance with 29 CFR 1926, Section .1101;
- d. Level of supervision;
- e. Method of notification of other employers at the worksite;
- f. Abatement method to include containment and control procedures;
- g. Interface of trades involved in the construction;
- h. Sequencing of asbestos related work;
- i. Storage and disposal procedures and plan;
- j. Type of wetting agent and asbestos encapsulant to be used;
- k. Location of local exhaust equipment;
- l. Air monitoring methods (i.e. personal, environmental and clearance);
- m. Bulk sampling and analytical methods (if required and as approved by the Contracting Officer);
- n. A detailed description of the method to be employed in order to control the spread of ACM wastes and airborne fiber concentrations (if possible, remove employees in adjacent work areas during asbestos abatement;
- o. Fire and medical emergency response procedures;
- p. The security procedures to be used for all regulated areas.
- q. The type of hygiene facility to be used.
- r. Surfaces that required precleaning.

1.7.2 Activity Hazard Analyses Appendix

Activity Hazard Analyses, for each major phase of work, shall be submitted and updated during the project. The Activity Hazard Analyses format shall be in accordance with EM 385-1-1 (Section 1, Figure 1-1). The analysis shall define the activities to be performed for a major phase of work, identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on that phase until the Activity Hazard Analyses has been accepted and a preparatory meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activities, including the onsite Government representatives. The Activity Hazard Analyses shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations.

1.8 PRECONSTRUCTION CONFERENCE AND ONSITE SAFETY

The Contractor and the Contractor's Designated Competent Person, Project Supervisor, and Designated CIH shall meet with the Contracting Officer prior to beginning work at a preconstruction conference to discuss the details of the Contractor's submitted Accident Prevention Plan to include the Asbestos Hazard Abatement Plan and Activity Hazard Analyses appendices. Deficiencies in the Accident Prevention Plan will be discussed and the Accident Prevention Plan shall be revised to correct the deficiencies and resubmitted for acceptance. Any changes required in the specification as a result of the Accident Prevention Plan shall be identified specifically in the plan to allow for free discussion and acceptance by the Contracting Officer, prior to the start of work. On-site work shall not begin until the Accident Prevention Plan has been accepted. A copy of the written Accident Prevention Plan shall be maintained on-site. Changes and modifications to the accepted Accident Prevention Plan shall be made with the knowledge and concurrence of the Designated CIH, the Project Supervisor, Designated Competent Person, and the Contracting Officer. Should any unforeseen hazard become evident during the performance of the work, the Designated CIH shall bring such hazard to the attention of the Project Supervisor, Designated Competent Person, and the Contracting Officer, both verbally and in writing, for resolution as soon as possible. In the interim, all necessary action shall be taken by the Contractor to restore and maintain safe working conditions in order to safeguard on-site personnel, visitors, the public, and the environment. Once accepted by the Contracting Officer, the Accident Prevention Plan, including the Asbestos Hazard Abatement Plan and Activity Hazard Analyses will be enforced as if an addition to the contract. Disregarding the provisions of this contract or the accepted Accident Prevention Plan will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

1.9 SECURITY

Fenced and locked security area shall be provided for each regulated area. A log book shall be kept documenting entry into and out of the regulated area. Entry into regulated areas shall only be by personnel authorized by the Contractor and the Contracting Officer. Personnel authorized to enter regulated areas shall be trained, be medically evaluated, and wear the required personal protective equipment for the specific regulated area to be entered.

1.10 MEDICAL REQUIREMENTS

Medical requirements shall conform to 29 CFR 1926, Section .1101.

1.10.1 Medical Examinations

Before being exposed to airborne asbestos fibers, workers shall be provided with a medical examination as required by 29 CFR 1926, Section .1101 and other pertinent state or local requirements. This requirement shall have been satisfied within the last 12 months. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos and within 30 calendar days before or after the termination of employment in such occupation. X-ray films of asbestos workers shall be identified to the consulting radiologist and medical record jackets shall be marked with the word "asbestos."

1.10.1.1 Information Provided to the Physician

The Contractor shall provide the following information in writing to the examining physician:

- a. A copy of 29 CFR 1926, Section .1101 and Appendices D, E, G, and I;
- b. A description of the affected employee's duties as they relate to the employee's exposure; a copy of 29 CFR 1910, Section .134 and Appendix D;
- c. The employee's representative exposure level or anticipated exposure level;
- d. A description of any personal protective and respiratory equipment used or to be used; and all supplemental information in compliance with 29 CFR 1910, Section .134 (e);
- e. Information from previous medical examinations of the affected employee that is not otherwise available to the examining physician.

1.10.1.2 Written Medical Opinion

For each worker, a written medical opinion prepared and signed by a licensed physician indicating the following:

- a. Summary of the results of the examination.
- b. The potential for an existing physiological condition that would place the employee at an increased risk of health impairment from exposure to asbestos.
- c. The ability of the individual to wear personal protective equipment, including respirators, while performing strenuous work tasks under cold and/or heat stress conditions.
- d. A statement that the employee has been informed of the results of the examination, provided with a copy of the results, informed of the increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure, and informed of any medical condition that may result from asbestos exposure.

1.10.2 Medical and Exposure Records

Complete and accurate records shall be maintained of each employee's medical examinations, medical records, and exposure data, as required by 29 CFR 1910, Section .1910.20 and 29 CFR 1926, Section .1101 for a period of 30 years after termination of employment. Records of the required medical examinations and exposure data shall be made available, for inspection and copying, to the Assistant Secretary of Labor for Occupational Safety and Health (OSHA) or authorized representatives of the employee and an employee's physician upon request of the employee or former employee. A copy of the required medical certification for each employee shall be maintained on file at the worksite for review, as requested by the Contracting Officer or the representatives.

1.11 TRAINING PROGRAM

1.11.1 General Training Requirements

The Contractor shall establish a training program as specified by EPA Model Accreditation Plan (MAP), training requirements at 40 CFR 763, Subpart E, Appendix C, the State of Texas, Sections 295.64 and 295.65, OSHA requirements at 29 CFR 1926, Section .1101(k)(9), and this specification. Contractor employees shall complete the required training for the type of work they are to perform and such training shall be documented and provided to the Contracting Officer as specified in paragraph QUALIFICATIONS.

1.11.2 Project Specific Training

Prior to commencement of work, each worker shall be instructed by the Contractor's Designated IH and Competent Person in the following project specific training:

- a. The hazards and health effects of the specific types of ACM to be abated;
- b. The content and requirements of the Contractor's Accident Prevention Plan to include the Asbestos Hazard Abatement Plan and Activity Hazard Analyses and site-specific safety and health precautions;
- c. Hazard Communication Program;
- d. Hands-on training for each asbestos abatement technique to be employed;
- e. Heat and/or cold stress monitoring specific to this project;
- f. Air monitoring program and procedures;
- g. Medical surveillance to include medical and exposure record-keeping procedures;
- h. The association of cigarette smoke and asbestos-related disease;
- i. Security procedures;
- j. Specific work practice controls and engineering controls required for each Class of work in accordance with 29 CFR 1926, Section .1101.

1.12 RESPIRATORY PROTECTION PROGRAM

The Contractor's Designated CIH shall establish in writing, and implement a respiratory protection program in accordance with 29 CFR 1926, Section .1101, 29 CFR 1910, Section .134, ANSI Z88.2, CGA G-7, and CGA G-7.1. The Contractor's Designated IH shall establish minimum respiratory protection requirements based on measured or anticipated levels of airborne asbestos fiber concentrations encountered during the performance of the asbestos abatement work. The Contractor's respiratory protection program shall include, but not be limited to, the following elements:

- a. The company policy, used for the assignment of individual responsibility, accountability, and implementation of the respiratory protection program.
- b. The standard operating procedures covering the selection and use of respirators. Respiratory selection shall be determined by the hazard to which the worker is exposed.
- c. Medical evaluation by a physician or other licensed health care professionals, with the Mandatory Evaluation Questionnaire in 29 CFR 1910, Section .132, Appendix C for the employee's fit testing or workers who are required to use respirator (e) (1).
- d. Training in the proper use and limitations of respirators.
- e. Respirator fit-testing, i.e., quantitative, qualitative and individual functional fit checks.
- f. Regular cleaning and disinfection of respirators.
- g. Routine inspection of respirators during cleaning and after each use when designated for emergency use.
- h. Storage of respirators in convenient, clean, and sanitary locations.
- i. Surveillance of regulated area conditions and degree of employee exposure (e.g., through air monitoring).
- j. Regular evaluation of the continued effectiveness of the respiratory protection program.
- k. Recognition and procedures for the resolution of special problems as they affect respirator use (e.g., no facial hair that comes between the respirator face piece and face or interferes with valve function; prescription eye wear usage; contact lenses usage; etc.).
- l. Proper training in putting on and removing respirators.

1.12.1 Respiratory Fit Testing

A qualitative or quantitative fit test conforming to 29 CFR 1926, Section 1101, Appendix C shall be conducted by the Contractor's Designated CIH for each Contractor worker required to wear a respirator, and for the Contracting Officer and authorized visitors who enter a regulated area where respirators are required to be worn. A respirator fit test shall be performed for each worker wearing a negative-pressure respirator prior to initially wearing a respirator on this project and every 6 months thereafter. The qualitative fit tests may be used only for testing the fit of negative pressure air-purifying respirator that must achieve a fit factor of 100 or less. If physical changes develop that will affect the fit, a new fit test for the worker shall be performed. Functional fit checks shall be performed by employees each time a respirator is put on and in accordance with the manufacturer's recommendation.

1.12.2 Respirator Selection and Use Requirements

The Contractor shall provide respirators, and ensure that they are used as required by 29 CFR 1926, Section .1101 and 29 CFR 1910, Section .134 and in accordance with the manufacturer's recommendations. Respirators shall be jointly approved by the National Institute for Occupational Safety and Health (NIOSH), under the provisions of 42 CFR 84, N100, R100, P100 particulate filters for use in environments containing airborne asbestos fibers. Personnel who handle ACM, enter regulated areas that require the wearing of a respirator, or who are otherwise carrying out abatement activities that require the wearing of a respirator, shall be provided with approved respirators that are fully protective of the worker at the measured or anticipated airborne asbestos concentration level to be encountered. For air-purifying respirators, the particulate filter portion of the cartridges or canister approved for use in airborne asbestos environments shall be N100, R100, P100 particulate filters per 42 CFR 84. The initial respirator selection and the decisions regarding the upgrading or downgrading of respirator type shall be made by the Contractor's IHT with documented approval of Designated CIH based on the measured or anticipated airborne asbestos fiber concentrations to be encountered (as recorded by the IHT). Recommendations made by the Contractor's IHT to downgrade respirator type, with the written approval of the Designated CIH, shall be submitted in writing to the Contracting Officer. The Contractor's Designated Competent Person, IHT in consultation with the Designated CIH, shall have the authority to take immediate action to upgrade or downgrade respiratory type when there is an immediate danger to the health and safety of the wearer. Respirators shall be used in the following circumstances:

- a. During all Class I asbestos jobs.
- b. During all Class II work where the ACM is not removed in a substantially intact state.
- c. During all Class II work which is not performed using wet methods. Respirators need not be worn during removal of ACM from sloped roofs when a negative exposure assessment has been made and ACM is removed in an intact state.
- d. During all Class II asbestos jobs where the Contractor does not produce a negative exposure assessment.
- e. Not Used.
- f. Not Used.
- g. During all work where employees are exposed above the PEL-TWA or PEL-Excursion Limit.
- h. In emergencies

1.12.3 Class I Work

For Class I work, the Contractor shall provide: (1) a tight-fitting, powered air purifying respirator equipped with N100, R100 or P100, or (2) a full-facepiece supplied air respirator operated in the pressure demand mode, equipped with HEPA egress cartridges, or (3) an auxiliary positive pressure self-contained breathing apparatus, for all employees within the regulated area where Class I work is being performed; provided that a

negative exposure assessment has not been produced, and that the exposure level will not exceed 1 f/cc as an 8-hour time weighted average. A full-facepiece supplied air respirator, operated in the pressure demand mode, equipped with an auxiliary positive pressure self-contained breathing apparatus shall be provided under such conditions, if the exposure assessment indicates exposure levels above 1 f/cc as an 8-hour time weighted average.

1.12.4 Class II Work

The Contractor shall provide an air purifying respirator, other than a disposable respirator, equipped with high-efficiency filters whenever the employee performs Class II asbestos jobs where the Contractor does not produce a negative exposure assessment.

1.12.5 Sanitation

Employees who wear respirators shall be permitted to leave work areas to wash their faces and respirator facepieces whenever necessary to prevent skin irritation associated with respirator use.

1.13 HAZARD COMMUNICATION PROGRAM

A hazard communication program shall be established and implemented in accordance with 29 CFR 1926, Section .59. Material safety data sheets (MSDSs) shall be provided for all hazardous materials brought onto the worksite. One copy shall be provided to the Contracting Officer and 1 copy shall be included in the Contractor's Hazard Communication Program.

1.14 LICENSES, PERMITS AND NOTIFICATIONS

1.14.1 General Legal Requirements

Necessary licenses, permits and notifications shall be obtained in conjunction with the project's asbestos abatement, transportation and disposal actions and timely notification furnished of such actions as required by federal, state, regional, and local authorities. The Contractor shall notify the Texas Department of Health, Division of Occupational Health, Asbestos Program Branch, Austin, Texas, in writing, at least 20 working days prior to the commencement of work, including the mandatory "Notification of Demolition and Renovation Record" form and other required notification documents. Notification shall be by Certified Mail, Return Receipt Requested. Notification shall be signed by a representative of DPW-Environmental who has signature authority. The Contractor shall furnish copies of signed document, annotated with the date of mailing, to the Contracting Officer, prior to the commencement of work. Local fire department shall be notified 3 days before fire-proofing material is removed from a building and the notice shall specify whether or not the material contains asbestos. A copy of the rental company's written acknowledgment and agreement shall be provided as required by paragraph RENTAL EQUIPMENT. For licenses, permits, and notifications that the Contractor is responsible for obtaining, the Contractor shall pay any associated fees or other costs incurred.

1.14.2 Litigation and Notification

The Contractor shall notify the Contracting Officer if any of the following

occur:

- a. The Contractor or any of the subcontractors are served with notice of violation of any law, regulation, permit or license which relates to this contract;
- b. Proceedings are commenced which could lead to revocation of related permits or licenses; permits, licenses or other Government authorizations relating to this contract are revoked;
- c. Litigation is commenced which would affect this contract;
- d. The Contractor or any of the subcontractors become aware that their equipment or facilities are not in compliance or may fail to comply in the future with applicable laws or regulations.

1.15 PERSONAL PROTECTIVE EQUIPMENT

One (1) complete sets of personal protective equipment shall be made available to the Contracting Officer and authorized visitors for entry to the regulated area. Contracting Officer and authorized visitors shall be provided with training equivalent to that provided to Contractor employees in the selection, fitting, and use of the required personal protective equipment and the site safety and health requirements. Contractor workers shall be provided with personal protective clothing and equipment and the Contractor shall ensure that it is worn properly. The Contractor's Designated IH and Designated Competent Person shall select and approve all the required personal protective clothing and equipment to be used.

1.15.1 Respirators

Respirators shall be in accordance with paragraph RESPIRATORY PROTECTION PROGRAM.

1.15.2 Whole Body Protection

Personnel exposed to airborne concentrations of asbestos that exceed the PELs, or for all OSHA Classes of work for which a required negative exposure assessment is not produced, shall be provided with whole body protection and such protection shall be worn properly. The Contractor's Designated IH and Competent Person shall select and approve the whole body protection to be used. The Competent Person shall examine work suits worn by employees at least once per work shift for rips or tears that may occur during performance of work. When rips or tears are detected while an employee is working, rips and tears shall be immediately mended, or the work suit shall be immediately replaced. Disposable whole body protection shall be disposed of as asbestos contaminated waste upon exiting from the regulated area. Reusable whole body protection worn shall be either disposed of as asbestos contaminated waste upon exiting from the regulated area or be properly laundered in accordance with 29 CFR 1926, Section .1101. Whole body protection used for asbestos abatement shall not be removed from the worksite by a worker to be cleaned. Recommendations made by the Contractor's IHT (with written approval of Designated IH) to downgrade whole body protection shall be submitted in writing to the Contracting Officer. The Contractor's Designated Competent Person, IHT, in consultation with the Designated IH, has the authority to take immediate action to upgrade or downgrade whole body protection when there is an

immediate danger to the health and safety of the wearer.

1.15.2.1 Coveralls

Disposable-breathable coveralls with a zipper front shall be provided as the approved Contractor's Asbestos Hazard Abatement Plan. Sleeves shall be secured at the wrists, and foot coverings secured at the ankles.

1.15.2.2 Underwear

Disposable underwear shall be provided. If reusable underwear are used, they shall be disposed of as asbestos contaminated waste or laundered in accordance with 29 CFR 1926, Section .1101. Asbestos abatement workers shall not remove contaminated reusable underwear worn during abatement of ACM from the site to be laundered.

1.15.2.3 Work Clothing

An additional coverall shall be provided when the abatement and control method employed does not provide for the exit from the regulated area directly into an attached decontamination unit. Cloth work clothes for wear under the protective coverall, and foot coverings, shall be provided when work is being conducted in low temperature conditions. Cloth work clothes shall be either disposed of as asbestos contaminated waste or properly laundered in accordance with 29 CFR 1926, Section .1101.

1.15.2.4 Gloves

Gloves shall be provided to protect the hands. Where there is the potential for hand injuries (i.e., scrapes, punctures, cuts, etc.) a suitable glove shall be provided and used.

1.15.2.5 Foot Coverings

Cloth socks shall be provided and worn next to the skin. Footwear, as required by OSHA and EM 385-1-1, that is appropriate for safety and health hazards in the area shall be worn. Rubber boots shall be used in moist or wet areas. Reusable footwear removed from the regulated area shall be thoroughly decontaminated or disposed of as ACM waste. Disposable protective foot covering shall be disposed of as ACM waste. If rubber boots are not used, disposable foot covering shall be provided.

1.15.2.6 Head Covering

Hood type disposable head covering shall be provided. In addition, protective head gear (hard hats) shall be provided as required. Hard hats shall only be removed from the regulated area after being thoroughly decontaminated.

1.15.2.7 Protective Eye Wear

Eye protection provided shall be in accordance with ANSI Z87.1.

1.16 HYGIENE FACILITIES AND PRACTICES

The Contractor shall establish a decontamination area for the decontamination of employees, material and equipment. The Contractor shall

ensure that employees enter and exit the regulated area through the decontamination area.

1.16.1 Shower Facilities

Shower facilities, when provided, shall comply with 29 CFR 1910, Section .141(d)(3).

1.16.2 3-Stage Decontamination Area

A temporary negative pressure decontamination unit that is adjacent and attached in a leak-tight manner to the regulated area shall be provided as in the approved Contractor's Asbestos Hazard Abatement Plan. Utilization of prefabricated units shall have prior approval of the Contracting Officer.

The decontamination unit shall have an equipment room and a clean room separated by a shower that complies with 29 CFR 1910, Section .141 (unless the Contractor can demonstrate that such facilities are not feasible). Equipment and surfaces of containers filled with ACM shall be cleaned prior to removing them from the equipment room or area. Surfaces of the equipment room shall be wet wiped 2 times after each shift. Materials used for wet wiping shall be disposed of as asbestos contaminated waste. Two separate lockers shall be provided for each asbestos worker, one in the equipment room and one in the clean room. Hot water service may be secured from the building hot water system provided backflow protection is installed by the Contractor at the point of connection. Should sufficient hot water be unavailable, the Contractor shall provide a minimum 160 L electric water heater with minimum recovery rate of 80 L/75.6 liter per hour and a temperature controller for each showerhead. The Contractor shall provide a minimum of 2 showers. Instantaneous type in-line water heater may be incorporated at each shower head in lieu of hot water heater, upon approval by the Contracting Officer. Flow and temperature controls shall be located within the shower and shall be adjustable by the user. The wastewater pump shall be sized for 1.25 times the showerhead flow-rate at a pressure head sufficient to satisfy the filter head loss and discharge line losses. The pump shall supply a minimum 1.6 L/s flow with 10.7 m of pressure head. Used shower water shall be collected and filtered to remove asbestos contamination. Filters and residue shall be disposed of as asbestos contaminated material. Filtered water shall be discharged to the sanitary system. Wastewater filters shall be installed in series with the first stage pore size of 20 microns and the second stage pore size of 5 microns. The floor of the decontamination unit's clean room shall be kept dry and clean at all times. Water from the shower shall not be allowed to wet the floor in the clean room. Surfaces of the clean room and shower shall be wet-wiped 2 times after each shift change with a disinfectant solution. Proper housekeeping and hygiene requirements shall be maintained. Soap and towels shall be provided for showering, washing and drying. Any cloth towels provided shall be disposed of as ACM waste or shall be laundered in accordance with 29 CFR 1926, Section .1101.

1.16.3 Load-Out Unit

A temporary load-out unit that is adjacent and connected to the regulated area shall be provided as described in the Contractor's Asbestos Hazard Abatement Plan. Utilization of prefabricated units shall have prior approval of the Contracting Officer. The load-out unit shall be attached in a leak-tight manner to each regulated area. Surfaces of the load-out unit shall be adequately wet-wiped 2 times after each shift change.

Materials used for wet wiping shall be disposed of as asbestos contaminated waste.

1.16.4 Single Stage Decontamination Area

A decontamination area (equipment room/area) shall be provided for Class I work involving less than 7.5 m² or 0.9 square meters of TSI or surfacing ACM, and for Class II and Class III asbestos work operations where exposures exceed the PELs or where there is no negative exposure assessment produced before the operation. The equipment room or area shall be adjacent to the regulated area for the decontamination of employees, material, and their equipment which is contaminated with asbestos. The equipment room or area shall consist of an area covered by an impermeable drop cloth on the floor or horizontal working surface. The area must be of sufficient size to accommodate cleaning of equipment and removing personal protective equipment without spreading contamination beyond the area. Surfaces of the equipment room shall be wet wiped 2 times after each shift. Materials used for wet wiping shall be disposed of as asbestos contaminated waste.

1.16.5 Not Used

1.16.6 Decontamination Area Entry Procedures

The Contractor shall ensure that employees entering the decontamination area through the clean room or clean area:

- a. Remove street clothing in the clean room or clean area and deposit it in lockers.
- b. Put on protective clothing and respiratory protection before leaving the clean room or clean area.
- c. Pass through the equipment room to enter the regulated area.

1.16.7 Decontamination Area Exit Procedures

The Contractor shall ensure that the following procedures are followed:

- a. Before leaving the regulated area, respirators shall be worn while employees remove all gross contamination and debris from their work clothing using a HEPA vacuum.
- b. Employees shall remove their protective clothing in the equipment room and deposit the clothing in labeled impermeable bags or containers (see Detail Sheets 9 and 14) for disposal and/or laundering.
- c. Employees shall not remove their respirators in the equipment room.
- d. Employees shall shower prior to entering the clean room. If a shower has not been located between the equipment room and the clean room or the work is performed outdoors, the Contractor shall ensure that employees engaged in Class I asbestos jobs: a) Remove asbestos contamination from their work suits in the equipment room or decontamination area using a HEPA vacuum before proceeding to a shower that is not adjacent to the work area; or b) Remove their

contaminated work suits in the equipment room, without cleaning worksuits, and proceed to a shower that is not adjacent to the work area.

- e. After showering, employees shall enter the clean room before changing into street clothes.

1.16.8 Lunch Areas

The Contractor shall provide lunch areas in which the airborne concentrations of asbestos are below 0.01 f/cc.

1.16.9 Smoking

Smoking, if allowed by the Contractor, shall only be permitted in designated areas approved by the Contracting Officer.

1.17 REGULATED AREAS

All Class I and II asbestos work shall be conducted within regulated areas.

The regulated area shall be demarcated to minimize the number of persons within the area and to protect persons outside the area from exposure to airborne asbestos. Where critical barriers or negative pressure enclosures are used, they shall demarcate the regulated area. Access to regulated areas shall be limited to authorized persons. The Contractor shall control access to regulated areas, ensure that only authorized personnel enter, and verify that Contractor required medical surveillance, training and respiratory protection program requirements are met prior to allowing entrance.

1.18 WARNING SIGNS AND TAPE

Warning signs and tape printed bilingually, in English and Spanish shall be provided at the regulated boundaries and entrances to regulated areas. The Contractor shall ensure that all personnel working in areas contiguous to regulated areas comprehend the warning signs. Signs shall be located to allow personnel to read the signs and take the necessary protective steps required before entering the area. Warning signs shall be in vertical format conforming to 29 CFR 1910 and 29 CFR 1926, Section .1101, a minimum of 500 by 350 mm , and displaying the following legend in the lower panel:

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY

PELIGRO
ASBESTOS
PRECAUCION ENFERMEDADES DEL CANCER Y PULMON
SOLAMENTE AUTORIZADO PERSONAL

Spacing between lines shall be at least equal to the height of the upper of any two lines. Warning tape shall be provided. Decontamination unit signage shall be posted.

1.19 WARNING LABELS

Warning labels shall be affixed to all asbestos disposal containers used to contain asbestos materials, scrap, waste debris, and other products contaminated with asbestos. Containers with preprinted warning labels conforming to requirements are acceptable. Warning labels shall conform to 29 CFR 1926, Section .1101 and shall be of sufficient size to be clearly legible displaying the following legend:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

PELIGRO
CONTIENE FIBRAS DE ASBESTOS
EVITE LA CREACION DE POLVO
PRECAUCION ENFERMEDADES DEL CANCER Y PULMON

1.20 LOCAL EXHAUST VENTILATION

Local exhaust ventilation units shall conform to ANSI Z9.2 and 29 CFR 1926, Section .1101. Filters on local exhaust system equipment shall conform to ANSI Z9.2 and UL 586. Filter shall be UL labeled.

1.21 TOOLS

Vacuums shall be leak proof to the filter, equipped with HEPA filters, of sufficient capacity and necessary capture velocity at the nozzle or nozzle attachment to efficiently collect, transport and retain the ACM waste material. Power tools shall not be used to remove ACM unless the tool is equipped with effective, integral HEPA filtered exhaust ventilation capture and collection system, or has otherwise been approved for use by the Contracting Officer. Residual asbestos shall be removed from reusable tools prior to storage and reuse. Reusable tools shall be thoroughly decontaminated prior to being removed from regulated areas.

1.22 RENTAL EQUIPMENT

If rental equipment is to be used, written notification shall be provided to the rental agency, concerning the intended use of the equipment, the possibility of asbestos contamination of the equipment and the steps that will be taken to decontaminate such equipment. A written acceptance of the terms of the Contractor's notification shall be obtained from the rental agency.

1.23 AIR MONITORING EQUIPMENT

The Contractor's Designated CIH shall approve air monitoring equipment to be used to collect samples. The equipment shall include, but shall not be limited to:

- a. High-volume sampling pumps that can be calibrated and operated at a constant airflow up to 16 liters per minute when equipped with a sampling train of tubing and filter cassette.
- b. Low-volume, battery powered, body-attachable, portable personal pumps that can be calibrated to a constant airflow up to approximately 3.5 liters per minute when equipped with a sampling

train of tubing and filter cassette, and a self-contained rechargeable power pack capable of sustaining the calibrated flow rate for a minimum of 10 hours. The pumps shall also be equipped with an automatic flow control unit which shall maintain a constant flow, even as filter resistance increases due to accumulation of fiber and debris on the filter surface.

- c. Single use standard 25 mm diameter cassette, open face, 0.8 micron pore size, mixed cellulose ester membrane filters and cassettes with 50 mm electrically conductive extension cowl, and shrink bands, to be used with low flow pumps in accordance with 29 CFR 1926, Section .1101 for personal air sampling.
- d. Single use standard 25 mm diameter cassette, open face, 0.45 micron pore size, mixed cellulose ester membrane filters and cassettes with 50 mm electrically conductive cowl, and shrink bands, to be used with high flow pumps when conducting environmental area sampling using NIOSH Pub No. 84-100 Methods 7400 and 7402.
- e. Appropriate plastic tubing to connect the air sampling pump to the selected filter cassette.
- f. A flow calibrator capable of calibration to within plus or minus 2 percent of reading over a temperature range of minus 20 to plus 60 degrees C and traceable to a NIST primary standard.

1.24 EXPENDABLE SUPPLIES

1.24.1 Glovebag

Glovebags shall be provided as described in 29 CFR 1926, Section .1101. The glovebag assembly shall be 0.15 mm thick plastic, prefabricated and seamless at the bottom with preprinted OSHA warning label.

1.24.2 Duct Tape

Industrial grade duct tape of appropriate widths suitable for bonding sheet plastic and disposal container shall be provided.

1.24.3 Disposal Containers

Leak-tight (defined as solids, liquids, or dust that cannot escape or spill out) disposal containers shall be provided for ACM wastes as required by 29 CFR 1926 Section .1101.

1.24.4 Disposal Bags

Leak-tight bags, 0.15 mm thick, shall be provided for placement of asbestos generated waste.

1.24.5 Not Used

1.24.6 Not Used

1.24.7 Sheet Plastic

Sheet plastic shall be polyethylene of 0.15 mm minimum thickness and shall be provided in the largest sheet size necessary to minimize seams, as indicated on the Contractor's Asbestos Hazard Abatement Plan. Film shall be frosted and conform to ASTM D 4397, except as specified below:

1.24.7.1 Flame Resistant

Where a potential for fire exists, flame-resistant sheets shall be provided. Film shall be frosted and shall conform to the requirements of NFPA 701.

1.24.7.2 Reinforced

Reinforced sheets shall be provided where high skin strength is required, such as where it constitutes the only barrier between the regulated area and the outdoor environment. The sheet stock shall consist of translucent, nylon-reinforced or woven-polyethylene thread laminated between 2 layers of polyethylene film. Film shall meet flame resistant standards of NFPA 701.

1.24.8 Amended Water

Amended water shall meet the requirements of ASTM D 1331.

1.24.9 Mastic Removing Solvent

Mastic removing solvent shall be nonflammable and shall not contain methylene chloride, glycol ether, or halogenated hydrocarbons. Solvents used onsite shall have a flash point greater than 60 degrees C.

1.24.10 Leak-tight Wrapping

Two layers of 0.15 mm minimum thick polyethylene sheet stock shall be used for the containment of removed asbestos-containing components or materials such as reactor vessels, large tanks, boilers, insulated pipe segments and other materials too large to be placed in disposal bags. Upon placement of the ACM component or material, each layer shall be individually leak-tight sealed with duct tape.

1.24.11 Viewing Inspection Window

Where feasible, a minimum of 1 clear, 3 mm thick, acrylic sheet, 450 by 610 mm, shall be installed as a viewing inspection window at eye level on a wall in each containment enclosure as indicated in the approved Contractor's Asbestos Hazard Abatement Plan. The windows shall be sealed leak-tight with industrial grade duct tape.

1.24.12 Wetting Agents

Removal encapsulant (a penetrating encapsulant) shall be provided when conducting removal abatement activities that require a longer removal time or are subject to rapid evaporation of amended water. The removal encapsulant shall be capable of wetting the ACM and retarding fiber release during disturbance of the ACM greater than or equal to that provided by amended water. Performance requirements for penetrating encapsulants are specified in paragraph ENCAPSULANTS.

1.24.13 Strippable Coating

Strippable coating in aerosol cans shall be used to adhere to surfaces and to be removed cleanly by stripping, at the completion of work. This work shall only be done in well ventilated areas.

1.25 MISCELLANEOUS ITEMS

A sufficient quantity of other items, such as, but not limited to: scrapers, brushes, brooms, staple guns, tarpaulins, shovels, rubber squeegees, dust pans, other tools, scaffolding, staging, enclosed chutes, wooden ladders, lumber necessary for the construction of containments, UL approved temporary electrical equipment, material and cords, ground fault circuit interrupters, water hoses of sufficient length, fire extinguishers, first aid kits, portable toilets, logbooks, log forms, markers with indelible ink, spray paint in bright color to mark areas, project boundary fencing, etc., shall be provided.

PART 2 PRODUCTS

2.1 ENCAPSULANTS

Encapsulants shall conform to USEPA requirements, shall contain no toxic or hazardous substances and no solvent and shall meet the following requirements:

ALL ENCAPSULANTS

Requirement	Test Standard
Flame Spread - 25,	ASTM E 84
Smoke Emission - 50	
Combustion Toxicity	Univ. of Pittsburgh Protocol
Zero Mortality	
Life Expectancy, 20 yrs	ASTM C 732
Accelerated Aging Test	
Permeability, Min. 23 ng per	ASTM E 96
Pa-sec-square m	

Additional Requirements for Bridging Encapsulant

Requirement	Test Standard
Cohesion/Adhesion Test,	ASTM E 736
730 N/m	
Fire Resistance, Negligible	ASTM E 119
affect on fire resistance	
rating over 3 hour test (Classified	
by UL for use over fibrous and	
cementitious sprayed fireproofing)	
Impact Resistance, Min.	ASTM D 2794
4.7 N-m (Gardner Impact Test)	
Flexibility, no rupture or	ASTM D 522
cracking (Mandrel Bend Test)	

Additional Requirements for Penetrating Encapsulant

Requirement	Test Standard
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ALL ENCAPSULANTS

Requirement	Test Standard
Cohesion/Adhesion Test, 730 N/m	ASTM E 736
Fire Resistance, Negligible affect on fire resistance rating over 3 hour test (Classified by UL for use over fibrous and cementitious sprayed fireproofing)	ASTM E 119
Impact Resistance, Min. 4.7 N-m (Gardner Impact Test)	ASTM D 2794
Flexibility, no rupture or cracking (Mandrel Bend Test)	ASTM D 522

Additional Requirements for Lockdown Encapsulant

Requirement	Test Standard
Fire Resistance, Negligible affect on fire resistance rating over 3 hour test (Tested with fireproofing over encapsulant applied directly to steel member)	ASTM E 119
Bond Strength, 1.5 kN/m (Tests compatibility with cementitious and fibrous fireproofing)	ASTM E 736

2.2 NOT USED

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Asbestos abatement work tasks shall be performed, as summarized in paragraph DESCRIPTION OF WORK (including Table 1), the Contractor's Accident Prevention Plan, Asbestos Hazard Abatement Plan, and Activity Hazard Analyses. The Contractor shall use the engineering controls and work practices required in 29 CFR 1926, Section .1101(g) in all operations regardless of the levels of exposure. Personnel shall wear and utilize protective clothing and equipment as in the approved Contractor's Asbestos Hazard Abatement Plan. The Contractor shall not permit eating, smoking, drinking, chewing or applying cosmetics in the regulated area. All hot work (burning, cutting, welding, etc.) shall be conducted under controlled conditions in conformance with 29 CFR 1926, Section .352, Fire Prevention. Personnel of other trades, not engaged in asbestos abatement activities, shall not be exposed at any time to airborne concentrations of asbestos unless all the administrative and personal protective provisions of the Contractor's Accident Prevention Plan are complied with. Power to the regulated area shall be locked-out and tagged in accordance with 29 CFR 1910, and temporary electrical service with ground fault circuit interrupters shall be provided as needed. Temporary electrical service shall be disconnected when necessary for wet removal. The Contractor shall stop abatement work in the regulated area immediately when the airborne total

fiber concentration: (1) equals or exceeds 0.01 f/cc, or the pre-abatement concentration, whichever is greater, outside the regulated area; or (2) equals or exceeds 1.0 f/cc inside the regulated area. The Contractor shall correct the condition to the satisfaction of the Contracting Officer, including visual inspection and air sampling. Work shall resume only upon notification by the Contracting Officer. Corrective actions shall be documented.

3.2 PROTECTION OF ADJACENT WORK OR AREAS TO REMAIN

Asbestos abatement shall be performed without damage to or contamination of adjacent work or area. Where such work or area is damaged or contaminated, as verified by the Contracting Officer using visual inspection or sample analysis, it shall be restored to its original condition or decontaminated by the Contractor at no expense to the Government, as deemed appropriate by the Contracting Officer. This includes inadvertent spill of dirt, dust or debris in which it is reasonable to conclude that asbestos may exist. When these spills occur, work shall stop in all effected areas immediately and the spill shall be cleaned. When satisfactory visual inspection and air sampling analysis results are obtained and have been evaluated by the Contractor's IHT, in consultation with the Designated CIH as needed, and the COR, work shall proceed.

3.3 OBJECTS

3.3.1 Removal of Mobile Objects

Mobile objects, furniture, and equipment will be removed from the area of work by the Government before asbestos abatement work begins. The Contractor shall coordinate such work with the COR.

3.3.2 Not Used

3.3.3 Not Used

3.4 BUILDING VENTILATION SYSTEM AND CRITICAL BARRIERS

Building ventilating systems supplying air into or returning air out of a regulated area shall be shut down and isolated by lockable switch or other positive means in accordance with 29 CFR 1910, Section .147 and isolated by airtight seals to prevent the spread of contamination throughout the system.

Air-tight critical barriers shall be installed on building ventilating openings located inside the regulated area that supply or return air from the building ventilation system or serve to exhaust air from the building. The critical barriers shall consist 2 layers of polyethylene. Edges to wall, ceiling and floor surfaces shall be sealed with industrial grade duct tape.

3.5 PRECLEANING

The Contractor shall identify surfaces to be precleaned in the Contractor's Asbestos Hazard Abatement Plan. Surfaces shall be cleaned by HEPA vacuum and adequately wet wiped prior to establishment of containment.

3.6 METHODS OF COMPLIANCE

3.6.1 Mandated Practices

The Contractor shall employ proper handling procedures in accordance with 29 CFR 1926 and 40 CFR 61, Subpart M, and the specified requirements. The specific abatement techniques and items identified shall be detailed in the Contractor's Asbestos Hazard Abatement Plan including, but not limited to, details of construction materials, equipment, and handling procedures. The Contractor shall use the following engineering controls and work practices in all operations, regardless of the levels of exposure:

- a. Vacuum cleaners equipped with HEPA filters to collect debris and dust containing ACM.
- b. Wet methods or wetting agents to control employee exposures during asbestos handling, mixing, removal, cutting, application, and cleanup; except where it can be demonstrated that the use of wet methods is unfeasible due to, for example, the creation of electrical hazards, equipment malfunction, and in roofing.
- c. Prompt clean-up and disposal in leak-tight containers of wastes and debris contaminated with asbestos.
- d. Inspection and repair of polyethylene in work and high traffic areas.
- e. Cleaning of equipment and surfaces of containers filled with ACM prior to removing them from the equipment room or area.

3.6.2 Control Methods

The Contractor shall use the following control methods to comply with the PELs:

- a. Local exhaust ventilation equipped with HEPA filter dust collection systems;
- b. Enclosure or isolation of processes producing asbestos dust;
- c. Ventilation of the regulated area to move contaminated air away from the breathing zone of employees and toward a filtration or collection device equipped with a HEPA filter;
- d. Use of other work practices and engineering controls;
- e. Where the feasible engineering and work practice controls described above are not sufficient to reduce employee exposure to or below the PELs, the Contractor shall use them to reduce employee exposure to the lowest levels attainable by these controls and shall supplement them by the use of respiratory protection that complies with paragraph, RESPIRATORY PROTECTION PROGRAM.

3.6.3 Unacceptable Practices

The following work practices and engineering controls shall not be used for work related to asbestos or for work which disturbs ACM, regardless of measured levels of asbestos exposure or the results of initial exposure assessments:

- a. High-speed abrasive disc saws that are not equipped with point of cut ventilator or enclosures with HEPA filtered exhaust air.
- b. Compressed air used to remove asbestos, or materials containing asbestos, unless the compressed air is used in conjunction with an enclosed ventilation system designed to capture the dust cloud created by the compressed air.
- c. Dry sweeping, shoveling, or other dry clean-up of dust and debris containing ACM.
- d. Employee rotation as a means of reducing employee exposure to asbestos.

3.6.4 Class I Work Procedures

For Class I asbestos work, the following engineering controls and work practices shall be used, in addition to requirements of paragraphs Mandated Practices and Control Methods:

- a. A Competent Person shall supervise the installation and operation of the control system.
- b. For jobs involving the removal of more than 7.5 m or 0.9 square meters of TSI or surfacing material, the Contractor shall place critical barriers over all openings to the regulated area.
- c. HVAC systems shall be isolated in the regulated area by sealing with a double layer of plastic or air-tight rigid covers.
- d. Impermeable dropcloths (0.15 mm or greater thickness) shall be placed on surfaces beneath all removal activity.
- e. Objects within the regulated area shall be handled as specified in paragraph OBJECTS.
- f. Where a negative exposure assessment has not been provided or where exposure monitoring shows the PEL was exceeded, the regulated area shall be ventilated to move contaminated air away from the employee's breathing zone toward a HEPA unit or collection device.

3.6.5 Specific Control Methods for Class I Work

In addition to requirements of paragraph Class I Work Procedures, Class I asbestos work shall be performed using the control methods identified in the subparagraphs below.

3.6.5.1 Negative Pressure Enclosure (NPE) System

The system shall provide at least 4 air changes per hour inside the containment. The local exhaust unit equipment shall be operated 24 hours per day until the containment is removed, and shall be leak-proof to the filter and equipped with HEPA filters. Air movement shall be directed away from the employees and toward a HEPA filtration device. The NPE shall be smoke tested for leaks at the beginning of each shift. Local exhaust

equipment shall be sufficient to maintain a minimum pressure differential of minus 0.5 mm[Amend #0002] 0.51mm or of water column relative to adjacent, unsealed areas. Pressure differential shall be monitored continuously, 24 hours per day, with an automatic manometric recording instrument. Pressure differential recordings shall be provided daily on the same day collected. Readings shall be reviewed by the Contractor's Designated Competent Person and IH prior to submittal. The Contracting Officer shall be notified immediately if the pressure differential falls below the prescribed minimum. The building ventilation system shall not be used as the local exhaust system for the regulated area. The local exhaust system shall terminate outdoors unless an alternate arrangement is allowed by the Contract Officer. All filters used shall be new at the beginning of the project and shall be periodically changed as necessary and disposed of as ACM waste.

3.6.5.2 Glovebag Systems

The glovebag system shall be used to remove ACM from straight runs of piping and elbows and other connections. Glovebags shall be used without modification and shall be smoke-tested for leaks and any leaks sealed prior to use. Glovebags shall be installed to completely cover the circumference of pipe or other structures where the work is to be done. Glovebags shall be used only once and shall not be moved. Glovebags shall not be used on surfaces that have temperatures exceeding 66 degrees C. Prior to disposal, glovebags shall be collapsed by removing air within them using a HEPA vacuum. Before beginning the operation, loose and friable material adjacent to the glovebag operation shall be wrapped and sealed in 2 layers of plastic or otherwise rendered intact. At least 2 persons shall perform Class I glovebag removal. Asbestos regulated work areas shall be established as specified and shown on detailed drawings and plans for glovebag abatement. Designated boundary limits for the asbestos work shall be established with rope or other continuous barriers and all other requirements for asbestos control areas shall be maintained, including area signage and boundary warning tape.

- a. In addition to requirements for negative pressure glovebag systems above, the Contractor shall attach HEPA vacuum systems or other devices to the bag to prevent collapse during removal of ACM from straight runs of piping and elbows and other connections.
- b. The negative pressure glove boxes used to remove ACM from pipe runs shall be fitted with gloved apertures and a bagging outlet and constructed with rigid sides from metal or other material which can withstand the weight of the ACM and water used during removal. A negative pressure shall be created in the system using a HEPA filtration system. The box shall be smoke tested for leaks prior to each use.

3.6.5.3 Mini-Enclosures

Mini-containment (small walk-in enclosure) to accommodate no more than 2 persons, may be used if the disturbance or removal can be completely contained by the enclosure with the Class I work procedures. The mini-enclosure shall be inspected for leaks and smoke tested before each use. Air movement shall be directed away from the employee's breathing zone within the mini-enclosure.

3.6.5.4 Not Used

3.6.6 Class II Work

In addition to the requirements of paragraphs Mandated Practices and Control Methods, the following engineering controls and work practices shall be used:

- a. A Competent Person shall supervise the work.
- b. For indoor work, critical barriers shall be placed over all openings to the regulated area.
- c. Impermeable dropcloths shall be placed on surfaces beneath all removal activity.

3.6.7 Specific Control Methods for Class II Work

In addition to requirements of paragraph Class II Work, Class II work shall be performed using the following methods:

3.6.7.1 Vinyl and Asphalt Flooring Materials

Resilient sheeting shall be removed by adequately wet methods. Tiles shall be removed intact (if possible); wetting is not required when tiles are heated and removed intact. Flooring or its backing shall not be sanded. Scraping of residual adhesive and/or backing shall be performed using wet methods. Mechanical chipping is prohibited unless performed in a negative pressure enclosure. Dry sweeping is prohibited. The Contractor shall use vacuums equipped with HEPA filter, disposable dust bag, and metal floor tool (no brush) to clean floors.

3.6.7.2 Not Used

3.6.7.3 Not Used

3.6.7.4 Not Used

3.6.7.5 Other Class II Jobs

The Contractor shall use the following work practices when performing Class II removal of ACM listed in Table 1: The material shall be thoroughly wetted with amended water prior and during its removal. The material shall be removed in an intact state. Cutting, abrading or breaking the material is prohibited. The ACM removed shall be immediately bagged or wrapped.

3.6.8 Not Used

3.6.9 **[Amend #0002]** Not Used

3.6.10 Not Used

3.6.11 Cleaning After Asbestos Removal

After completion of all asbestos removal work, surfaces from which ACM has been removed shall be wet wiped or sponged clean, or cleaned by some equivalent method to remove all visible residue. Run-off water shall be

collected and filtered through a dual filtration system. A first filter shall be provided to remove fibers 20 micrometers and larger, and a final filter provided that removes fibers 5 micrometers and larger. After the gross amounts of asbestos have been removed from every surface, remaining visible accumulations of asbestos on floors shall be collected using plastic shovels, rubber squeegees, rubber dustpans, and HEPA vacuum cleaners as appropriate to maintain the integrity of the regulated area. When TSI and surfacing material has been removed, workmen shall use HEPA vacuum cleaners to vacuum every surface. Surfaces or locations which could harbor accumulations or residual asbestos dust shall be checked after vacuuming to verify that no asbestos-containing material remains; and shall be re-vacuumed as necessary to remove the ACM.

3.6.12 Not Used

3.6.13 Not Used

3.6.14 Abatement of Asbestos Contaminated Soil

This paragraph is only applicable in case of accidental spillage by the Contractor. Asbestos contaminated soil shall be removed from areas to a minimum depth of [50] [_____] mm. Soil shall be thoroughly dampened with amended water and then removed by manual shoveling into labeled containers.

The workers shall be closely monitored for heat exhaustion. The minimum ventilation shall be 8 air changes per hour through a local exhaust HEPA system.

3.6.15 Not Used

3.6.16 Not Used

3.6.17 Not Used

3.6.18 Not Used

3.6.19 Not Used

3.6.20 Not Used

3.6.21 Sealing Contaminated Items Designated for Disposal

Contaminated architectural appurtenances designated for removal and items in the building that are contaminated by the Contractor during execution of work shall be coated with an asbestos lockdown encapsulant at the demolition site before being removed from the asbestos control area. These items shall not be vacuumed prior to application of the lockdown encapsulant. The asbestos lockdown encapsulant shall be tinted a contrasting color and shall be spray applied by airless method. Thoroughness of sealing operation shall be visually gauged by the extent of colored coating on exposed surfaces.

3.7 FINAL CLEANING AND VISUAL INSPECTION

Upon completion of abatement, the regulated area shall be cleaned by collecting, packing, and storing all gross contamination. A final cleaning shall be performed using HEPA vacuum and wet cleaning of all exposed surfaces and objects in the regulated area. Upon completion of the

cleaning, the Contractor shall conduct a visual pre-inspection of the cleaned area in preparation for a final inspection and final air clearance monitoring. Upon completion of the final cleaning, the Contractor and the Contracting Officer shall conduct a final visual inspection of the cleaned regulated area in accordance with ASTM E 1368 and document the results on the Final Cleaning and Visual Inspection. If the Contracting Officer rejects the clean regulated area as not meeting final cleaning requirements, the Contractor shall reclean as necessary and have a follow-on inspection conducted with the Contracting Officer. Recleaning and follow-up reinspection shall be at the Contractor's expense.

3.8 LOCKDOWN

Prior to removal of plastic barriers and after clean-up of gross contamination and final visual inspection, a post removal (lockdown) encapsulant shall be spray applied to ceiling, walls, floors, and other surfaces in the regulated area.

3.9 EXPOSURE ASSESSMENT AND AIR MONITORING

3.9.1 General Requirements For Exposure

Exposure assessment, air monitoring and analysis of airborne concentration of asbestos fibers shall be performed in accordance with 29 CFR 1926, Section .1101, the Contractor's air monitoring plan, and as specified. Personal exposure air monitoring (collected at the breathing zone) that is representative of the exposure of each employee who is assigned to work within a regulated area shall be performed by the Contractor's IHT. Breathing zone samples shall be taken for at least 25 percent of the workers in each shift, or a minimum of 2, whichever is greater. Air monitoring results at the 95 percent confidence level shall be calculated as shown in Table 2 at the end of this section. Preabatement and abatement environmental air monitoring shall be performed by the Contractor's IHT, under the direction of the Designated IH. Final clearance environmental air monitoring shall be performed by the Contractor's Designated IHT. Environmental and final clearance air monitoring shall be performed using NIOSH Pub No. 84-100 Method 7400 (PCM) with optional confirmation of results by NIOSH Pub No. 84-100 Method 7402 (TEM). For environmental and final clearance, air monitoring shall be conducted at a sufficient velocity and duration to establish the limit of detection of the method used at 0.005 f/cc. Confirmation of asbestos fiber concentrations (asbestos f/cc) from environmental and final clearance samples collected and analyzed by NIOSH Pub No. 84-100 Method 7400 (total f/cc) may be conducted using TEM in accordance with NIOSH Pub No. 84-100 Method 7402. When such confirmation is conducted, it shall be from the same sample filter used for the NIOSH Pub No. 84-100 Method 7400 PCM analysis. For all Contractor required environmental or final clearance air monitoring, confirmation of asbestos fiber concentrations, using NIOSH Pub No. 84-100 Method 7402, shall be at the Contractor's expense. Monitoring may be duplicated by the Government at the discretion of the Contracting Officer. Results of breathing zone samples shall be posted at the job site and made available to the COR. The Contractor shall maintain a fiber concentration inside a regulated area less than or equal to 0.1 f/cc expressed as an 8 hour, time-weighted average (TWA) during the conduct of the asbestos abatement. If fiber concentration rises above 0.1 f/cc, work procedures shall be investigated with the COR to determine the cause. At the discretion of the COR, fiber concentration may exceed 0.1 f/cc but shall not exceed 1.0 f/cc expressed

as an 8-hour TWA. The Contractor's workers shall not be exposed to an airborne fiber concentration in excess of 1.0 f/cc, as averaged over a sampling period of 30 minutes. Should either an environmental concentration of 1.0 f/cc expressed as an 8-hour TWA or a personal excursion concentration of 1.0 f/cc expressed as a 30-minute sample occur inside a regulated work area, the Contractor shall stop work immediately, notify the COR, and implement additional engineering controls and work practice controls to reduce airborne fiber levels below prescribed limits in the work area. Work shall not restart until authorized by the COR.

3.9.2 Initial Exposure Assessment

The Contractor's IHT shall conduct an exposure assessment immediately before or at the initiation of an asbestos abatement operation to ascertain expected exposures during that operation. The assessment shall be completed in time to comply with the requirements which are triggered by exposure data or the lack of a negative exposure assessment, and to provide information necessary to assure that all control systems planned are appropriate for that operation. The assessment shall take into consideration both the monitoring results and all observations, information or calculations which indicate employee exposure to asbestos, including any previous monitoring conducted in the workplace, or of the operations of the Contractor which indicate the levels of airborne asbestos likely to be encountered on the job. If Class I asbestos work is required, until the employer conducts exposure monitoring and documents that employees on that job will not be exposed in excess of PELs, or otherwise makes a negative exposure assessment, the Contractor shall presume that employees are exposed in excess of the PEL-TWA and PEL-Excursion Limit.

3.9.3 Negative Exposure Assessment

The Contractor shall provide a negative exposure assessment for the specific asbestos job which will be performed. The negative exposure assessment shall be provided within one (1) day of the initiation of the project and conform to the following criteria:

- a. Objective Data: Objective data demonstrating that the product or material containing asbestos minerals or the activity involving such product or material cannot release airborne fibers in concentrations exceeding the PEL-TWA and PEL-Excursion Limit under those work conditions having the greatest potential for releasing asbestos.
- b. Prior Asbestos Jobs: Where the Contractor has monitored prior asbestos jobs for the PEL and the PEL-Excursion Limit within 12 months of the current job, the monitoring and analysis were performed in compliance with asbestos standard in effect; the data were obtained during work operations conducted under workplace conditions closely resembling the processes, type of material, control methods, work practices, and environmental conditions used and prevailing in the Contractor's current operations; the operations were conducted by employees whose training and experience are no more extensive than that of employees performing the current job; and these data show that under the conditions prevailing and which will prevail in the current workplace, there is a high degree of certainty that the monitoring covered exposure from employee exposures will not exceed the PEL-TWA and

PEL-Excursion Limit.

- c. Initial Exposure Monitoring: The results of initial exposure monitoring of the current job, made from breathing zone air samples that are representative of the 8-hour PEL-TWA and 30-minute short-term exposures of each employee. The monitoring covered exposure from operations which are most likely during the performance of the entire asbestos job to result in exposures over the PELs.

3.9.4 Not Used

3.9.5 Preabatement Environmental Air Monitoring

Preabatement environmental air monitoring shall be established 1 day prior to the masking and sealing operations for each regulated area to determine background concentrations before abatement work begins. As a minimum, preabatement air samples shall be collected using NIOSH Pub No. 84-100 Method 7400, PCM at these locations: (1) outside the building; (2) inside the building, but outside the regulated area perimeter; and (3) inside each regulated work area. One sample shall be collected for every 185 square meters of floor space. At least 2 samples shall be collected outside the building: at the exhaust of the HEPA unit; and downwind from the abatement site. The PCM samples shall be analyzed within 24 hours; and if any result in fiber concentration greater than 0.01 f/cc, asbestos fiber concentration shall be confirmed using NIOSH Pub No. 84-100 Method 7402 (TEM).

3.9.6 Environmental Air Monitoring During Abatement

Until an exposure assessment is provided to the COR, environmental air monitoring shall be conducted at locations and frequencies that will accurately characterize any evolving airborne asbestos fiber concentrations. The assessment shall demonstrate that the product or material containing asbestos minerals, or the abatement involving such product or material, cannot release airborne asbestos fibers in concentrations exceeding 0.01 f/cc as a TWA under those work conditions having the greatest potential for releasing asbestos. The monitoring shall be at least once per shift at locations including, but not limited to, close to the work inside a regulated area; preabatement sampling locations; outside entrances to a regulated area; close to glovebag operations (if applicable); representative locations outside of the perimeter of a regulated area; inside clean room; and at the exhaust discharge point of local exhaust system ducted to the outside of a containment (if used). If the sampling outside regulated area shows airborne fiber levels have exceeded background or 0.01 f/cc, whichever is greater, work shall be stopped immediately, and the COR notified. The condition causing the increase shall be corrected. Work shall not restart until authorized by the COR.

3.9.7 Final Clearance Air Monitoring

Prior to conducting final clearance air monitoring, the Contractor and the COR shall conduct a final visual inspection of the regulated area where asbestos abatement has been completed. The final visual inspection shall be as appended herein. Final clearance air monitoring shall not begin until acceptance of the Contractor's final cleaning by the COR. The Contractor's IHT shall conduct final clearance air monitoring using

aggressive air sampling techniques as defined in EPA 560/5-85-024 or as otherwise required by federal or state requirements. The sampling and analytical method used will be NIOSH Pub No. 84-100 Method 7400 (PCM), Table 3, with confirmation of results by NIOSH Pub No. 84-100 Method 7402 (TEM).

3.9.7.1 Final Clearance Requirements, NIOSH PCM Method

For PCM sampling and analysis using NIOSH Pub No. 84-100 Method 7400, the fiber concentration inside the abated regulated area, for each airborne sample, shall be less than 0.01 f/cc. The abatement inside the regulated area is considered complete when every PCM final clearance sample is below the clearance limit. If any sample result is greater than 0.01 total f/cc, the asbestos fiber concentration (asbestos f/cc) shall be confirmed from that same filter using NIOSH Pub No. 84-100 Method 7402 (TEM) at Contractor's expense. If any confirmation sample result is greater than 0.01 asbestos f/cc, abatement is incomplete and cleaning shall be repeated. Upon completion of any required recleaning, resampling with results to meet the above clearance criteria shall be done.

3.9.7.2 Not Used

3.9.7.3 Air Clearance Failure

If clearance sampling results fail to meet the final clearance requirements, the Contractor shall pay all costs associated with the required recleaning, resampling, and analysis, until final clearance requirements are met.

3.9.8 Air-Monitoring Results and Documentation

Air sample fiber counting shall be completed and results provided within 24 hours (breathing zone samples), and 24 hours (environmental/clearance monitoring) after completion of a sampling period. The Contracting Officer shall be notified immediately of any airborne levels of asbestos fibers in excess of established requirements. Written sampling results shall be provided within 5 working days of the date of collection. The written results shall be signed by testing laboratory analyst, testing laboratory principal and the Contractor's IHT and Designated CIH. The air sampling results shall be documented on a Contractor's daily air monitoring log. The daily air monitoring log shall contain the following information for each sample:

- a. Sampling and analytical method used;
- b. Date sample collected;
- c. Sample number;
- d. Sample type: BZ = Breathing Zone (Personal), P = Preabatement, E = Environmental, C = Abatement Clearance;
- e. Location/activity/name where sample collected;
- f. Sampling pump manufacturer, model and serial number, beginning flow rate, end flow rate, average flow rate (L/min);

- g. Calibration date, time, method, location, name of calibrator, signature;
- h. Sample period (start time, stop time, elapsed time (minutes);
- i. Total air volume sampled (liters);
- j. Sample results (f/cc) for final clearance;
- k. Laboratory name, location, analytical method, analyst, confidence level. In addition, the printed name and a signature and date block for the IHT who conducted the sampling and for the CIH who reviewed the daily air monitoring log verifying the accuracy of the information.

3.10 CLEARANCE CERTIFICATION

When asbestos abatement is complete, ACM waste is removed from the regulated areas, and final clean-up is completed, the COR will certify the areas as safe before allowing the warning signs and boundary warning tape to be removed. After final clean-up and acceptable airborne concentrations are attained, but before the HEPA unit is turned off and the containment removed, the Contractor shall remove all pre-filters on the building HVAC system and provide new pre-filters. The Contractor shall dispose of such filters as asbestos contaminated materials. HVAC, mechanical, and electrical systems shall be re-established in proper working order. The Contractor and the COR shall visually inspect all surfaces (within the containment, if applicable) for residual material or accumulated debris. The Contractor shall reclean all areas showing dust or residual materials. The Contracting Officer will certify in writing that the area is safe before unrestricted entry is permitted. The Government will have the option to perform monitoring to certify the areas are cleaned.

3.11 CLEANUP AND DISPOSAL

3.11.1 Title to ACM Materials

ACM material resulting from abatement work, except as specified otherwise, shall be disposed of by the Contractor as specified and in accordance with applicable federal, state and local regulations.

3.11.2 Collection and Disposal of Asbestos

All ACM waste shall be collected and including contaminated wastewater filters, scrap, debris, bags, containers, equipment, and asbestos contaminated clothing, shall be collected and placed in leak-tight containers such as double plastic bags; sealed double wrapped polyethylene sheet; sealed fiberboard boxes; or other approved containers. Waste within the containers shall be wetted in case the container is breeched. Asbestos-containing waste shall be disposed of at state and local approved asbestos landfill. For temporary storage, sealed impermeable containers shall be stored in an asbestos waste load-out unit or in a storage/transportation conveyance (i.e., dumpster, roll-off waste boxes, etc.) in a manner acceptable to and in an area assigned by the Contracting Officer. Procedure for hauling and disposal shall comply with 40 CFR 61, Subpart M, state, regional, and local standards.

3.11.3 Scale Weight Measurement

Scales used for measurement shall be public scales. Weighing shall be at a point nearest the work at which a public scale is available. Scales shall be standard truck scales of the beam type; scales shall be equipped with the type registering beam and an "over and under" indicator; and shall be capable of accommodating the entire vehicle. Scales shall be tested, approved and sealed by an inspector of the State of Texas. Scales shall be calibrated and resealed as often as necessary and at least once every three months to ensure continuous accuracy. Vehicles used for hauling ACM shall be weighed empty daily at such time as directed and each vehicle shall bear a plainly legible identification mark.

3.11.4 Weigh Bill and Delivery Tickets

Copies of weigh bills and delivery tickets shall be submitted to the COR during the progress of the work. The Contractor shall furnish the Contracting Officer scale tickets for each load of ACM weighed and certified. These tickets shall include tare weight; identification mark for each vehicle weighed; and date, time and location of loading and unloading. Tickets shall be furnished at the point and time individual trucks arrive at the worksite. A master log of all vehicle loading shall be furnished for each day of loading operations. Before the final statement is allowed, the Contractor shall file with the Contracting Officer certified weigh bills and/or certified tickets and manifests of all ACM actually disposed by the Contractor for this contract.

3.11.5 Asbestos Waste Shipment Record

The Contractor shall complete and provide the COR final completed copies of the Waste Shipment Record for all shipments of waste material as specified in 40 CFR 61, Subpart M and other required state waste manifest shipment records, within 3 days of delivery to the landfill. Waste manifest shall be signed by a representative of DPW-Environmental who has signature authority. Each Waste Shipment Record shall be signed and dated by the Contractor, COR, the waste transporter and disposal facility operator.

TABLE 1-A

INDIVIDUAL WORK TASK DATA ELEMENTS

BID OPTION NO.1 - BUILDING 90050 (Fire Station)

There is a separate data sheet for each individual work task.

1. WORK TASK DESIGNATION NUMBER: 90050-1
2. LOCATION OF WORK TASK: B/90050 Ceiling
3. BRIEF DESCRIPTION OF MATERIAL TO BE ABATED: Suspended Sheetrock, Tape and Joint Mud
 - a. Type of Asbestos: Chrysotile
 - b. Percent asbestos content: ranged from 0.75% to 3.0%
4. ABATEMENT TECHNIQUE TO BE USED: REM
5. OSHA ASBESTOS CLASS DESIGNATION FOR WORK TASK: CLASS I
6. EPA NESHAP FRIABILITY DESIGNATION FOR WORK TASK: friable, Category II
7. FORM: IA and CONDITION OF ACM: FAIR
8. QUANTITY: 10 SQUARE METERS (Approx.)

NOTES:

- (1) Numeric sequence of individual work tasks (1,2,3,4, etc.) for each regulated area. Each category of EPA friability/OSHA class has a separate task.
- (2) Specific location of work (building, floor, area, e.g., Building 1421, 2nd Floor, Rm 201)
- (3) A description of material to be abated (example: horizontal pipe, cement wall panels, tile, stucco, etc.) type of asbestos (chrysotile, amosite, crocidolite, etc.); and % asbestos content.
- (4) Technique to be used: Removal = REM; Encapsulation = ENCAP; Encasement = ENCAS; Enclosure = ENCL; Repair = REP.
- (5) Class designation: Class I, II, III, or IV (OSHA designation).
- (6) Friability of materials: Check the applicable EPA NESHAP friability designation.
- (7) Form: Interior or Exterior Architectural = IA or EA; Mechanical/Electrical = ME.
Condition: Good = G; Fair = F; Poor = P.
- (8) Quantity of ACM for each work task in meters or square meters.

TABLE 1-B

INDIVIDUAL WORK TASK DATA ELEMENTS

BID OPTION NO.1 - BUILDING 90050 (Fire Station)

There is a separate data sheet for each individual work task.

1. WORK TASK DESIGNATION NUMBER: 90050-2
2. LOCATION OF WORK TASK: Restroom pipe chase, behind wall
3. BRIEF DESCRIPTION OF MATERIAL TO BE ABATED: Pipe insulation on less than 4-inch diameter pipe
 - a. Type of Asbestos: Presumed asbestos containing material
 - b. Percent asbestos content: access problem, no sample collected
4. ABATEMENT TECHNIQUE TO BE USED: REM
5. OSHA ASBESTOS CLASS DESIGNATION FOR WORK TASK: CLASS I
6. EPA NESHAP FRIABILITY DESIGNATION FOR WORK TASK: friable, Category II
7. FORM: IA and CONDITION OF ACM: PACM, no information
8. QUANTITY: 20 METERS (Approx.)

TABLE 1-C

INDIVIDUAL WORK TASK DATA ELEMENTS

BID OPTION NO.2 - BUILDING 90049 (Control Tower & Ops Bldg)

There is a separate data sheet for each individual work task.

1. WORK TASK DESIGNATION NUMBER: 90049-1
2. LOCATION OF WORK TASK: Mechanical Room, Basement and 7th Floor (Tower)
3. BRIEF DESCRIPTION OF MATERIAL TO BE ABATED: Flexible Connector
 - a. Type of Asbestos: Chrysotile
 - b. Percent asbestos content: ranged from 7% to 50%
4. ABATEMENT TECHNIQUE TO BE USED: REM
5. OSHA ASBESTOS CLASS DESIGNATION FOR WORK TASK: CLASS II
6. EPA NESHAP FRIABILITY DESIGNATION FOR WORK TASK:
Non-friable, Category II
7. FORM: IA and CONDITION OF ACM: GOOD
8. QUANTITY: 2.1 SQUARE METERS (Approx.); 6 each (in Basement) and 4 each (on 7th Floor).

TABLE 1-D

INDIVIDUAL WORK TASK DATA ELEMENTS

BID OPTION NO.2 - BUILDING 90049 (Control Tower & Ops Bldg)

There is a separate data sheet for each individual work task.

1. WORK TASK DESIGNATION NUMBER: 90049-2
2. LOCATION OF WORK TASK: ENTIRE BUILDING
3. BRIEF DESCRIPTION OF MATERIAL TO BE ABATED: 12-inch by 12-inch Floor Tile and Mastic lay on top of 9-inch by 9-inch Floor Tile and mastic
 - a. Type of Asbestos: Floor Tile (non-detect for asbestos); Mastic has Chrysotile.
 - b. Percent asbestos content: ranged from 5% to 7%, mastic
4. ABATEMENT TECHNIQUE TO BE USED: REM
5. OSHA ASBESTOS CLASS DESIGNATION FOR WORK TASK: CLASS II
6. EPA NESHAP FRIABILITY DESIGNATION FOR WORK TASK:
Non-friable, Category I
7. FORM: IA and CONDITION OF ACM: GOOD
8. QUANTITY: 1875 SQUARE FEET (Approx., including both tile and mastic)

Remarks: Floor tile is not removed with the building structures because it is contaminated by the 9" by 9" floor tile and mastic (in poor condition).

TABLE 1-E

INDIVIDUAL WORK TASK DATA ELEMENTS

BID OPTION NO.2 - BUILDING 90049 (Control Tower & Ops Bldg)

There is a separate data sheet for each individual work task.

1. WORK TASK DESIGNATION NUMBER: 90049-3
2. LOCATION OF WORK TASK: ENTIRE BUILDING
3. BRIEF DESCRIPTION OF MATERIAL TO BE ABATED: 9-inch by 9-inch Floor Tile and Mastic covered by 12-inch by 12-inch Floor Tile and mastic
 - a. Type of Asbestos: Chrysotile
 - b. Percent asbestos content: Tile and Mastic both contain 5%
4. ABATEMENT TECHNIQUE TO BE USED: REM
5. OSHA ASBESTOS CLASS DESIGNATION FOR WORK TASK: CLASS II
6. EPA NESHAP FRIABILITY DESIGNATION FOR WORK TASK:
Non-friable, Category I
7. FORM: IA and CONDITION OF ACM: POOR
8. QUANTITY: 1875 SQUARE FEET (Approx., including both tile and mastic)

TABLE 1-F

INDIVIDUAL WORK TASK DATA ELEMENTS

BID OPTION NO.2 - BUILDING 90049 (Control Tower & Ops Bldg)

There is a separate data sheet for each individual work task.

1. WORK TASK DESIGNATION NUMBER: 90049-4
2. LOCATION OF WORK TASK: Window Casing at Mechanical Room, Basement
3. BRIEF DESCRIPTION OF MATERIAL TO BE ABATED: Window caulking
 - a. Type of Asbestos: Chrysotile
 - b. Percent asbestos content: 3%
4. ABATEMENT TECHNIQUE TO BE USED: REM
5. OSHA ASBESTOS CLASS DESIGNATION FOR WORK TASK: CLASS II
6. EPA NESHAP FRIABILITY DESIGNATION FOR WORK TASK:
Non-friable, Category II
7. FORM: IA and CONDITION OF ACM: FAIR
8. QUANTITY: 1.2 SQUARE METER (Approx.)

TABLE 1-G

INDIVIDUAL WORK TASK DATA ELEMENTS

BID OPTION NO.2 - BUILDING 90049 (Control Tower & Ops Bldg)

There is a separate data sheet for each individual work task.

1. WORK TASK DESIGNATION NUMBER: 90049-5
2. LOCATION OF WORK TASK: Mechanical Room, 6th Floor (Tower)
3. BRIEF DESCRIPTION OF MATERIAL TO BE ABATED: 4-inch diameter pipe
canvas wrap with powder insulation
 - a. Type and Percent of Asbestos: Chrysotile (15%) and Amosite (25%)
4. ABATEMENT TECHNIQUE TO BE USED: REM
5. OSHA ASBESTOS CLASS DESIGNATION FOR WORK TASK: CLASS I
6. EPA NESHAP FRIABILITY DESIGNATION FOR WORK TASK:
friable, Category II
7. FORM: IA and CONDITION OF ACM: GOOD
8. QUANTITY: 12 METER (Approx.)

TABLE 2

FORMULA FOR CALCULATION OF THE 95 PERCENT CONFIDENCE LEVEL
(Reference: NIOSH 7400)

$$\text{Fibers/cc(01.95 percent CL)} = X + [(X) * (1.645) * (CV)]$$

$$\text{Where: } X = ((E)(AC))/((V)(1000))$$

$$E = ((F/Nf) - (B/Nb))/Af$$

CV = The precision value; 0.45 shall be used unless the analytical laboratory provides the Contracting Officer with documentation (Round Robin Program participation and results) that the laboratory's precision is better.

AC = Effective collection area of the filter in square millimeters

V = Air volume sampled in liters

E = Fiber density on the filter in fibers per square millimeter

F/Nf = Total fiber count per graticule field

B/Nb = Mean field blank count per graticule field

Af = Graticule field area in square millimeters

$$\text{TWA} = C1/T1 + C2/T2 = Cn/Tn$$

Where: C = Concentration of contaminant

T = Time sampled.

TABLE 3

NIOSH METHOD 7400

PCM ENVIRONMENTAL AIR SAMPLING PROTOCOL (NON-PERSONAL)

Sample Location	Minimum No. of Samples	Filter Pore Size (Note 1)	Min. Vol. (Note 2) (Liters)	Sampling Rate (liters/min.)
Inside Abatement Area	0.5/140 Square Meters (Notes 3 & 4)	0.45 microns	3850	2-16
Each Room in 1 Abatement Area Less than 140 Square meters		0.45 microns	3850	2-16
Field Blank	2	0.45 microns	0	0
Laboratory Blank	1	0.45 microns	0	0

Notes:

1. Type of filter is Mixed Cellulose Ester.
2. Ensure detection limit for PCM analysis is established at 0.005 fibers/cc.
3. One sample shall be added for each additional 140 square meters. (The corresponding I-P units are 5/1500 square feet).
4. A minimum of 5 samples are to be taken per abatement area, plus 2 field blanks.

TABLE 4

CERTIFICATION OF FINAL CLEANING AND VISUAL INSPECTION

A separate inspection shall be applicable to each abatement work task. In accordance with the cleaning and decontamination procedures specified in the Contractor's Asbestos Hazard Abatement Plan and this contract. The Contractor hereby certifies that he/she has thoroughly visually inspected the decontaminated regulated area (all surfaces, including pipes, beams, ledges, wall, ceiling, floor, decontamination units, etc.) In accordance with ASTM E1368, Standard Practice for Visual Inspection of Asbestos Abatement Projects, and has found no dust, or asbestos-containing material residue.

Contractor's Signature:

Date:

Print Name and Title:

Contractor's On-site Supervisor's
Signature:

Print Name and Title:

Contractor's Designated CIH's Signature:

Print Name and Title:

Contractor's IHT's Signature:

Print Name and Title:

CONTRACTING OFFICER REPRESENTATIVE (COR) ACCEPTANCE OR REJECTION

I hereby determines that the Contractor has performed final cleaning and visual inspection of the decontaminated regulated work area (all surfaces including beams, ledges, wall, ceiling, floor, decontamination units, etc.) And by quality assurance inspection, finds the Contractor's final cleaning to be:

_____Acceptable

_____Unacceptable, Contractor instructed to reclean the regulated area

COR's Signature:

Date:

Print Name and Title:

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME _____ CONTRACT NO. _____

PROJECT ADDRESS _____

CONTRACTOR FIRM NAME _____

EMPLOYEE'S NAME _____, _____, _____,
(Print) (Last) (First) (MI)

Social Security Number: _____-_____-_____,

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH TYPES OF LUNG DISEASE AND CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS, THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NONSMOKING PUBLIC.

Your employer's contract for the above project requires that you be provided and you complete formal asbestos training specific to the type of work you will perform and project specific training; that you be supplied with proper personal protective equipment including a respirator, that you be trained in its use; and that you receive a medical examination to evaluate your physical capacity to perform your assigned work tasks, under the environmental conditions expected, while wearing the required personal protective equipment. These things are to be done at no cost to you. By signing this certification, you are acknowledging that your employer has met these obligations to you. The Contractor's Designated Industrial Hygienist will check the block(s) for the type of formal training you have completed. Review the checked blocks prior to signing this certification.

FORMAL TRAINING:

_____ a. For Competent Persons and Supervisors: I have completed EPA's Model Accreditation Program (MAP) training course, "Contractor/Supervisor", that meets this State's requirements.

b. For Workers:

_____ (1) For OSHA Class I work: I have completed EPA's MAP training course, "Worker", that meets this State's requirements.

_____ (2) For OSHA Class II work (where there will be abatement of more than one type of Class II materials, I.e., roofing, siding, floor tile, etc.): I have completed EPA's MAP training course, "Worker", that meets this State's requirements.

(3) For OSHA Class II work (there will only be abatement of one type of Class II material):

_____ (a) I have completed an 8-hour training class on the elements of 29 CFR 1926, Section .1101(k)(9)(viii), in addition to the specific work practices and engineering controls of 29 CFR 1926, Section .1101(g) and hands-on training.

_____ (b) I have completed EPA's MAP training course, "Worker", that meets this State's requirements.

_____ (4) For OSHA Class III work: I have completed at least a 16-hour course consistent with EPA requirements for training of local education agency maintenance and custodial staff at 40 CFR 763, Section .92(a)(2) and the elements of 29 CFR 1926, Section .1101(k)(9)(viii), in addition to the specific work practices and engineering controls at 29 CFR 1926, Section .1101, and hands-on training.

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

_____ (5) For OSHA Class IV work: I have completed at least a 2-hr course consistent with EPA requirements for training of local education agency maintenance and custodial staff at 40 CFR 763, (a)(1), and the elements of 29 CFR 1926, Section .1101(k)(9)(viii), in addition to the specific work practices and engineering controls at 29 CFR 1926, Section .1101(g) and hands-on training.

_____ c. Workers, Supervisors and the Designated Competent Person: I have completed annual refresher training as required by EPA's MAP that meets this State's requirements.

PROJECT SPECIFIC TRAINING:

_____ I have been provided and have completed the project specific training required by this Contract. My employer's Designated Industrial Hygienist and Designated Competent Person conducted the training.

RESPIRATORY PROTECTION:

_____ I have been trained in accordance with the criteria in the Contractor's Respiratory Protection program. I have been trained in the dangers of handling and breathing asbestos dust and in the proper work procedures and use and limitations of the respirator(s) I will wear. I have been trained in and will abide by the facial hair and contact lens use policy of my employer.

RESPIRATOR FIT-TEST TRAINING:

_____ I have been trained in the proper selection, fit, use, care, cleaning, maintenance, and storage of the respirator(s) that I will wear. I have been fit-tested in accordance with the criteria in the Contractor's Respiratory Program and have received a satisfactory fit. I have been assigned my individual respirator. I have been taught how to properly perform positive and negative pressure fit-check upon donning negative pressure respirators each time.

MEDICAL EXAMINATION:

_____ I have had a medical examination within the last twelve months which was paid for by my employer. The examination included: health history, pulmonary function tests, and may have included an evaluation of a chest x-ray. A physician made a determination regarding my physical capacity to perform work tasks on the project while wearing personal protective equipment including a respirator. I was personally provided a copy and informed of the results of that examination. My employer's Industrial Hygienist evaluated the medical certification provided by the physician and checked the appropriate blank below. The physician determined that there:

_____ were no limitations to performing the required work tasks.

_____ were identified physical limitations to performing the required work tasks.

Date of the medical examination _____

Employee Signature _____ date _____

Contractor's Industrial

Hygienist Signature _____ date _____

-- End of Section --